

**CONTRACT BETWEEN THE CITY OF AUSTIN ("CITY")
AND
ALTERMAN, INC ("CONTRACTOR")
FOR
ELECTRICAL REPAIRS AND RELATED SERVICES
MA 8200 NA200000030**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Alterman, Inc. having offices at 10100 N. Lamar Blvd., Austin, TX 78753, and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 8200 PAT3000REBID.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Document
- 1.1.2 The City's Solicitation, Request for Proposal (RFP) PAT3000REBID including all documents incorporated by reference
- 1.1.3 Alterman, Inc. Offer, dated 5/7/2019, including subsequent clarifications emailed on 7/8/2019, and Attachment A - Price Sheet-BAFO

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Document
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference.
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. This Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended beyond the initial term for up to two (2) additional twelve (12) month periods at the City's sole option.

- 1.3.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- 1.3.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

- 1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$6,511,000 divided among the Contractors for the initial Contract term and \$2,337,000 divided among the Contractors for extension option 1 and \$2,037,000 divided among the Contractors for extension option 2 as indicated in the Attachment A – Price Sheet – BAFO. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

ALTERMAN, INC.

CITY OF AUSTIN

Denis St. Pierre

Printed Name of Authorized Person

Matthew Duree

Printed Name of Authorized Person



Signature



Signature

Executive Vice President & COO

Title:

Procurement Manager

Title:

November 21, 2019

Date:

12-2-19

Date:

**CONTRACT BETWEEN THE CITY OF AUSTIN ("CITY")
AND
ELK ELECTRIC, INC. ("CONTRACTOR")
FOR
ELECTRICAL REPAIRS AND RELATED SERVICES
MA 8200 NA200000030**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Elk Electric, Inc. having offices at 4707 Weidemar Lane, Austin, TX 78753, and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 8200 PAT3000REBID.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Document
- 1.1.2 The City's Solicitation, Request for Proposal (RFP) PAT3000REBID including all documents incorporated by reference
- 1.1.3 Elk Electric, Inc. Offer, dated 5/6/2019, and Attachment A - Price Sheet-BAFO

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Document
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference.
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. This Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended beyond the initial term for up to two (2) additional twelve (12) month periods at the City's sole option.

- 1.3.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- 1.3.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$6,511,000 divided among the Contractors for the initial Contract term and \$2,337,000 divided among the Contractors for extension option 1 and \$2,037,000 divided among the Contractors for extension option 2 as indicated in the Attachment A – Price Sheet – BAFO. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

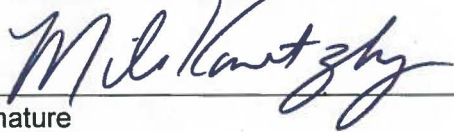
This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

ELK ELECTRIC, INC.

Mike Kanetzky

Printed Name of Authorized Person



Signature

President

Title:

11/26/2019

Date:

CITY OF AUSTIN



Printed Name of Authorized Person



Signature



Title:

12-2-19

Date:

**CONTRACT BETWEEN THE CITY OF AUSTIN ("CITY")
AND
FACILITY SOLUTIONS GROUP, INC. D/B/A FSG FACILITY SOLUTIONS GROUP, INC.
("CONTRACTOR")
FOR
ELECTRICAL REPAIRS AND RELATED SERVICES
MA 8200 NA200000030**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Facility Solutions Group, Inc. D/B/A FSG Facility Solutions Group, Inc. having offices at 8203 N. Lamar Blvd, Austin, TX 78753 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 8200 PAT3000REBID.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Document
- 1.1.2 The City's Solicitation, Request for Proposal (RFP) PAT3000REBID including all documents incorporated by reference
- 1.1.3 Facility Solutions Group, Inc. D/B/A FSG Facility Solutions Group, Inc. Offer, dated 5/13/19, including subsequent clarifications emailed on 7/10/2019, and Attachment A - Price Sheet-BAFO

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Document
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference.
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. This Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended beyond the initial term for up to two (2) additional twelve (12) month periods at the City's sole option.

- 1.3.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- 1.3.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

- 1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$6,511,000 divided among the Contractors for the initial Contract term and \$2,337,000 divided among the Contractors for extension option 1 and \$2,037,000 divided among the Contractors for extension option 2 as indicated in the Attachment A – Price Sheet – BAFO. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

Facility Solutions Group Inc D/B/A FSG
Facility Solutions Group, Inc.

CITY OF AUSTIN

Brett Anderson, LC, IES

Printed Name of Authorized Person



Signature

Senior Account Representative

Title:

11/19/2019

Date:

Matthew Duvree

Printed Name of Authorized Person



Signature

Procurement Manager

Title:

12-2-19

Date:

**CONTRACT BETWEEN THE CITY OF AUSTIN ("CITY")
AND
J.S. ELECTRIC, INC. ("CONTRACTOR")
FOR
ELECTRICAL REPAIRS AND RELATED SERVICES
MA 8200 NA200000030**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between J.S. Electric, Inc., having offices at 4702 FM 1327, Buda TX 78753 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 8200 PAT3000REBID.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Document
- 1.1.2 The City's Solicitation, Request for Proposal (RFP) PAT3000REBID including all documents incorporated by reference
- 1.1.3 J.S. Electric, Inc. Offer, dated 5/6/2019, including subsequent clarifications emailed on 7/8/2019, and Attachment A - Price Sheet-BAFO

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Document
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference.
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. This Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended beyond the initial term for up to two (2) additional twelve (12) month periods at the City's sole option.

- 1.3.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- 1.3.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

- 1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$6,511,000 divided among the Contractors for the initial Contract term and \$2,337,000 divided among the Contractors for extension option 1 and \$2,037,000 divided among the Contractors for extension option 2 as indicated in the Attachment A – Price Sheet – BAFO. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

J.S. ELECTRIC, INC.

Jamie Schmidt

Printed Name of Authorized Person



Signature

Vice President

Title:

11/18/2019

Date:

CITY OF AUSTIN



Printed Name of Authorized Person



Signature

Procurement Manager

Title:

12-2-19

Date:



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

November 18, 2019

Alterman, Inc.
10100 N. Lamar Blvd
Austin, TX 78753
dstpierre@goalterman.com

Dear Mr. St. Pierre:

The Austin City Council approved the execution of a contract with your company for Electrical Repairs and Related Services in accordance with the referenced solicitation.

| | |
|-----------------------------------|---|
| Responsible Department: (Primary) | Austin Convention Center |
| Department Contact Person: | Kelly Rodriguez, MPA |
| Department Contact Email Address: | kelly.rodriguez@austintexas.gov |
| Department Contact Telephone: | (512) 404-4351 |
| Project Name: | Electrical Repairs and Related Services |
| Contractor Name: | Alterman, Inc |
| Contract Number: | MA 8200 NA200000030 |
| Contract Period: | 11/18/2019 – 11/17/2022 |
| Dollar Amount | \$6,511,000 divided among the Contractors |
| Extension Options: | Two 12-month options |
| Requisition Number: | RQM 8200 19040300435 |
| Solicitation Type & Number: | RFP 8200 PAT3000REBID |
| Agenda Item Number: | 29 |
| Council Approval Date: | 11/14/19 |

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Paul Trimble
Procurement Specialist II
City of Austin
Purchasing Office



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

November 18, 2019

Elk Electric, Inc.
4707 Weidemar Lane
Austin, TX 78745
mkanetzky@elkelectric.com

Dear Mr. Kanetzky:

The Austin City Council approved the execution of a contract with your company for Electrical Repairs and Related Services in accordance with the referenced solicitation.

| | |
|-----------------------------------|---|
| Responsible Department: (Primary) | Austin Convention Center |
| Department Contact Person: | Kelly Rodriguez, MPA |
| Department Contact Email Address: | kelly.rodriguez@austintexas.gov |
| Department Contact Telephone: | (512) 404-4351 |
| Project Name: | Electrical Repairs and Related Services |
| Contractor Name: | Elk Electric, Inc. |
| Contract Number: | MA 8200 NA200000030 |
| Contract Period: | 11/18/2019 – 11/17/2022 |
| Dollar Amount | \$6,511,000 divided among the Contractors |
| Extension Options: | Two 12-month options |
| Requisition Number: | RQM 8200 19040300435 |
| Solicitation Type & Number: | RFP 8200 PAT3000REBID |
| Agenda Item Number: | 29 |
| Council Approval Date | 11/14/2019 |

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Paul Trimble
Procurement Specialist II
City of Austin
Purchasing Office



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

November 18, 2019

Facility Solutions Group, Inc. D/B/A FSG Facility Solutions Group, Inc.
8203 N. Lamar Blvd
Austin, TX 78753
brett.anderson@fsg.com

Dear Mr. Anderson:

The Austin City Council approved the execution of a contract with your company for Electrical Repairs and Related Services in accordance with the referenced solicitation.

| | |
|-----------------------------------|---|
| Responsible Department: (Primary) | Austin Convention Center |
| Department Contact Person: | Kelly Rodriguez, MPA |
| Department Contact Email Address: | kelly.rodriguez@austintexas.gov |
| Department Contact Telephone: | (512) 404-4351 |
| Project Name: | Electrical Repairs and Related Services |
| Contractor Name: | FSG Facility Solutions Group, Inc |
| Contract Number: | MA 8200 NA200000030 |
| Contract Period: | 11/18/2019 – 11/17/2022 |
| Dollar Amount | \$6,511,000 divided among the Contractors |
| Extension Options: | Two 12-month options |
| Requisition Number: | RQM 8200 19040300435 |
| Solicitation Type & Number: | RFP 8200 PAT3000REBID |
| Agenda Item Number | 29 |
| Council Approval Date: | 11/14/2019 |

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,


Paul Trimble
Procurement Specialist II
City of Austin
Purchasing Office



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

November 18, 2019

J.S. Electric, Inc.
4702 FM 1327
Buda, TX 78753
jschmidt@jselectric.com

Dear Jamie Schmidt:

The Austin City Council approved the execution of a contract with your company for Electrical Repairs and Related Services in accordance with the referenced solicitation.

| | |
|-----------------------------------|---|
| Responsible Department: (Primary) | Austin Convention Center |
| Department Contact Person: | Kelly Rodriguez, MPA |
| Department Contact Email Address: | kelly.rodriguez@austintexas.gov |
| Department Contact Telephone: | (512) 404-4351 |
| Project Name: | Electrical Repairs and Related Services |
| Contractor Name: | J.S. Electric, Inc. |
| Contract Number: | MA 8200 NA200000030 |
| Contract Period: | 11/18/2019 – 11/17/2022 |
| Dollar Amount | \$6,511,000 divided among the Contractors |
| Extension Options: | Two 12-month options |
| Requisition Number: | RQM 8200 19040300435 |
| Solicitation Type & Number: | RFP 8200 PAT3000REBID |
| Agenda Item Number: | 29 |
| Council Approval Date: | 11/14/2019 |

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Paul Trimble
Procurement Specialist II
City of Austin
Purchasing Office



City of Austin Service Contract

May 7, 2019

RFP 8200 PAT3000REBID

Submitted by: Alterman, Inc.

10100 N. Lamar Blvd. • Austin, Texas 78753
Phone: (512) 836-3950 • Fax: (512) 836-4624
www.GoAlterman.com



Alterman employee owned
WIRED FOR EXCELLENCE
SINCE 1923

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Over 90 Years of Service

Electrical Construction • Service • Preventive Maintenance
Voice • Data • Video • Security • Design & Installation • Industrial

May 7, 2019

Mr. Paul Trimble
City of Austin
124 W. 8th Street, Rm 308
Austin, TX 78701

Re: City of Austin RFP 8200 PAT300REBID
Electrical Repairs and Related Services

Dear Mr. Trimble,

We are pleased to have been selected to participate in this Request for Proposal. Alterman has been serving South Central Texas and the surrounding areas since 1923. Through our performance record, we have built a reputation for professional integrity, dependability, quality, and efficiency.

While providing installations for its customers, Alterman has taken a proactive role in the prevention of occupational injuries and illnesses by establishing policies; providing quality personal protective equipment; and by implementing structured training programs. The disciplines practiced at Alterman have resulted in lower insurance rates and a 2019 YTD Experience Modifier of 0.62.

In 2013 Alterman purchased the assets of Hill Electric a well-established Austin based electrical contractor founded By Jack Hill in the late 1960's. We have invested in growing our operations in Austin with a focus on developing a Service Division in Austin that has grown significantly in the last few years. We have 24 emergency coverage and can handle any type of Service opportunity from a medium voltage feeder to a lighting system repair.

We provide our employees with high quality fully company paid benefits such as medical insurance and pension plans and our employees are members of IBEW Local 520 in Austin.

Alterman will provide your project team with quality workmanship, technical expertise, and responsive service.

We look forward to the opportunity to work with you on this Annual Service Contract.

Sincerely,

Denis St. Pierre
Chief Operating Officer and Executive Vice President



Serving South/Central Texas

P.O. Box 700490, San Antonio, TX 78270
14703 Jones Maltsberger, San Antonio, TX 78247
P (210) 496-6888 • F (210) 496-7349

10100 N. Lamar Blvd., Austin, TX 78753
P (512) 836-3950 • F (512) 836-4624
www.GoAlterman.com

Company Overview

Alterman has been awarded AGC's
"Safe Specialty Contractor of the Year"
Eleven years in a row - from 2008-2018!



Quality workmanship completed by experienced and dedicated employees has established Alterman as a leading electrical contractor in San Antonio, Austin and the surrounding areas.

Superior installations, completed on time, provide our clients with lasting results that minimize life cycle costs. Alterman's success can be attributed to the professional attitudes and exceptional skills and expertise of our managers, supervisors, electricians, technicians and support personnel.

Our corporate office is located in the city of San Antonio where we have been serving commercial and industrial clients for over 96 years. We expanded into Austin through the acquisition of Hill Electric Company, which has provided quality workmanship and cost effective service to the city of Austin and surrounding areas since 1968. Currently, Alterman employs a total of 575 field employees and 130 office staff including administrative support. Our Service Group consists of 35 Journeymen Electricians and 18 Apprentices/Helpers.

Today, our capabilities include not only electrical construction and pre-construction management, but also: design and installation of voice and data communication systems, audio/visual systems, security and surveillance systems, and access controls. Alterman also provides electrical services, preventive maintenance, and 24/7/365 emergency response for all of your critical systems.

Alterman's ability to achieve outstanding results comes from our core strengths:

- Qualified and dedicated team of licensed electricians and certified technicians
- Excellent safety record acquired through structured, proactive training programs
- Experience with diverse commercial and industrial projects
- Technical expertise in specialized systems and processes
- Alliances with knowledgeable and responsive vendors
- Commitment to continuous improvement practices

Gus Campos

Service Manager
10100 N. Lamar Blvd.
Austin, TX 78753
Office (512) 836-3950
Mobile (512) 284-4421
gus.campos@goalterman.com

Patrick Bush

Service Manager
10100 N. Lamar Blvd.
Austin, TX 78753
Office (512) 836-3950
Mobile (512) 298-8155
patrick.bush@goalterman.com

Equipment & Services

Specialized Equipment

Alterman maintains a large fleet of trucks, service vehicles including an auger truck and bucket trucks, and a diverse equipment inventory to ensure that we are fully equipped to efficiently complete any project, regardless of size or complexity.

Specialized Electrical Services Include:

- Medium voltage (up to 35 kV)
- 24-hour Emergency Service
- Preventive Maintenance
- Infrared Thermography
- Power Quality Analysis
- Lighting Retrofit
- Lighting Controls / Dimming Systems
- Parking Lot and Security Lighting
- Emergency Generator and ATS Installations
- Uninterruptible Power Supply Systems
- Grounding Systems
- Variable Frequency Drives
- Control Wiring
- Service Upgrades
- Tenant Finish-out
- Owner Occupied Protocol
- Critical System Protocol
- Clean Room Protocol
- Drilling and Setting Poles
- Special Events

24-Hour Emergency Service

When your facility is down, you need a company that will respond quickly to your emergency. You can count on Alterman to get there fast, 24-hours a day, seven days a week. We are fully committed to the pledge *"Whatever it takes, we'll be there"*.

Our extensive team of technicians, along with a fleet of full-service vehicles equipped with the latest tools and technologies, ensures quick mobilization and response times. Specially-trained technicians will identify and safely repair even the most challenging electrical emergency situation to keep your business running smoothly.

For emergency service, simply call:

Gus Campos

Service Manager
Office (512) 836-3950
Cell (512) 284-4421
gus.campos@GoAlterman.com

Patrick Bush

Service Manager
Office (512) 836-3950
Cell (512) 298-8155
patrick.bush@GoAlterman.com





CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

| | |
|---|--|
| SOLICITATION NO: RFP 8200 PAT3000REBID DATE ISSUED: Monday, April 15, 2019 REQUISITION NO.: RQS 19040300435 COMMODITY CODE: 9108250 FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON: <u>Primary Contact:</u> Paul Trimble Procurement Specialist II Phone: (512) 974-1714 E-Mail: paul.trimble@austintexas.gov <u>Secondary Contact:</u> Matthew Duree Procurement Manager Phone: (512) 974-6346 E-Mail: matt.duree@austintexas.gov | COMMODITY/SERVICE DESCRIPTION: Electrical Repairs and Related Services PRE-PROPOSAL CONFERENCE TIME AND DATE: Wednesday, April 24, 2019 at 11:00 A.M. (CDT) PRE-PROPOSAL CONFERENCE LOCATION: MUNICIPAL BUILDING, 124 W. 8 TH STREET, ROOM 308, AUSTIN TX 78701 PROPOSAL DUE PRIOR TO: Tuesday, May 7, 2019 at 2:00 P.M. (CDT) PROPOSAL OPENING DATE AND TIME: Tuesday, May 7, 2019 at 3:00 P.M. (CDT) PROPOSAL DELIVERY LOCATION: MUNICIPAL BUILDING, 124 W 8 th STREET, RM 308, AUSTIN, TEXAS 78701 LIVE SOLICITATION OPENING ONLINE: For RFP's, only the names of respondents will be read aloud For information on how to attend the Solicitation Closing online, please select this link: http://www.austintexas.gov/departments/bid-opening-webinars |
|---|--|

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

| Address for US Mail (Only) | Address for FedEx, UPS, Hand Delivery or Courier Service |
|--|--|
| City of Austin | City of Austin, Municipal Building |
| Purchasing Office-Response Enclosed for Solicitation # RFP 8200 PAT3000REBID | Purchasing Office-Response Enclosed for Solicitation # RFP 8200 PAT3000REBID |
| P.O. Box 1088 | 124 W 8 th Street, Rm 308 |
| Austin, Texas 78767-8845 | Austin, Texas 78701 |
| | Reception Phone: (512) 974-2500 |

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

| SECTION NO. | TITLE | PAGES |
|--------------|---|-------|
| 0100 | STANDARD PURCHASE DEFINITIONS | * |
| 0200 V2 | STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018 | * |
| 0300 | STANDARD PURCHASE TERMS AND CONDITIONS | * |
| 0400 | SUPPLEMENTAL PURCHASE PROVISIONS | 10 |
| 0500 | SCOPE OF WORK | 12 |
| 0600 | PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS | 5 |
| 0605 | LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return | 2 |
| 0700 | REFERENCE SHEET – Complete and return if required | 1 |
| 0800 | NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return | 2 |
| 0805 | NON-SUSPENSION OR DEBARMENT CERTIFICATION | * |
| 0810 V2 | NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018 | * |
| 0815 | LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return | 1 |
| 0835 | NONRESIDENT BIDDER PROVISIONS – Complete and return | 1 |
| 0840 | SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete and return | 1 |
| 0900 | SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return | 1 |
| 0905 | SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable | 3 |
| Attachment A | PRICE SHEET | 3 |
| Attachment B | AIRPORT SECURITY REQUIREMENTS | 2 |

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Alterman, Inc.

Company Address: 14703 Jones Maltsberger

City, State, Zip: San Antonio, Tx 78247

Vendor Registration No. _____

Printed Name of Officer or Authorized Representative: Denis St. Pierre

Title: Execuctive Vice President and COO

Signature of Officer or Authorized Representative: 

Date: May 7, 2019

Email Address: dstpierre@goalterman.com

Phone Number: (210) 496-6888

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

| | | |
|---|---------------------------------------|-------------------------------------|
| Name of Local Firm | Alterman, Inc. | |
| Physical Address | 10100 N. Lamar Blvd, Austin, TX 78753 | |
| Is your headquarters located in the Corporate City Limits? (circle one) | Yes | <input checked="" type="radio"/> No |
| or | | |
| Has your branch office been located in the Corporate City Limits for the last 5 years? | <input checked="" type="radio"/> Yes | No |
| | | |
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | <input checked="" type="radio"/> Yes | No |
| | | |

SUBCONTRACTOR(S):

| | | |
|---|-----|----|
| Name of Local Firm | N/A | |
| Physical Address | | |
| Is your headquarters located in the Corporate City Limits? (circle one) | Yes | No |
| or | | |
| Has your branch office been located in the Corporate City Limits for the last 5 years | Yes | No |
| | | |

| | | |
|--|-----|----|
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | Yes | No |
| | | |

SUBCONTRACTOR(S):

| | | |
|--|-----|----|
| Name of Local Firm | | |
| Physical Address | | |
| Is your headquarters located in the Corporate City Limits? (circle one) | Yes | No |
| or | | |
| Has your branch office been located in the Corporate City Limits for the last 5 years | Yes | No |
| | | |
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | Yes | No |
| | | |

Section 0700: Reference SheetResponding Company Name: Alterman, Inc.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

- | | |
|---------------------------|---|
| 1. Company's Name | <u>Northwood Retail Property Management</u> |
| Name and Title of Contact | <u>Brian Hawthorne (Operations Manager)</u> |
| Project Name | <u>Domain (North Side) maintenance</u> |
| Present Address | <u>11821 Rock Rose, Suite 142</u> |
| City, State, Zip Code | <u>Austin, TX 78758</u> |
| Telephone Number | <u>(512) 7587-933</u> Fax Number <u>()</u> |
| Email Address | <u>bhawthorne@northwoodretail.com</u> |
| | |
| 2. Company's Name | <u>Manor Independent School District</u> |
| Name and Title of Contact | <u>Tony Mireles (Maintenance Supervisor)</u> |
| Project Name | <u>District Maintenance</u> |
| Present Address | <u>10335 US Hwy 290 E</u> |
| City, State, Zip Code | <u>Manor, Tx 78653</u> |
| Telephone Number | <u>(512) 278-4400</u> Fax Number <u>()</u> |
| Email Address | <u>tony.mireles@manorisd.net</u> |
| | |
| 3. Company's Name | <u>Jones Lang Lasalle</u> |
| Name and Title of Contact | <u>Fred Schmitz (Facilities Manager)</u> |
| Project Name | <u>Intel</u> |
| Present Address | <u>1300 S MoPac Expy</u> |
| City, State, Zip Code | <u>Austin, Tx 78746</u> |
| Telephone Number | <u>(408) 765-8080</u> Fax Number <u>()</u> |
| Email Address | <u>fredx.schmitz@intel.com</u> |

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 7th day of May, 2019

CONTRACTOR

Alterman, Inc.

Authorized
Signature



Title

Executive Vice President & COO

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$15.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$15.00 per hour:

| Employee Name | Employer | Prime or Sub | Your Normal Rate | Employee Job Title |
|------------------|----------------|--------------|------------------|--------------------|
| Mark Knudsen | Alterman, Inc. | Prime | \$30.54 | Service Technician |
| James Wells | Alterman, Inc. | Prime | \$30.54 | Service Technician |
| Jeremy Bollinger | Alterman, Inc. | Prime | \$30.54 | Service Technician |
| | | | | |
| | | | | |
| | | | | |

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$15.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$15.00 per hour.

Contractor's Name: Alterman, Inc.

Signature of Officer
or Authorized
Representative:



Date: May 7, 2019

Printed Name: Denis St. Pierre

Title: Executive Vice President and COO

Section 0835: Non-Resident Bidder Provisions

Company Name Alterman, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A

Section 0840, Service-Disabled Veteran Business Enterprise Preference

| |
|---------------------|
| Offeror Name |
| Alterman, Inc. |

Additional Solicitation Instructions.

- ☐ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.

- ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

| Texas State HUB/SV Certification | |
|----------------------------------|--|
| 13-Digit Vendor ID (VID) | |
| HUB/SV Issue Date | |
| HUB/SV Expiration Date | |

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

| Texas State HUB/OTHER Certification | |
|-------------------------------------|--|
| 13-Digit Vendor ID (VID) | |
| HUB Eligibility Category | |
| HUB Issue Date | |
| HUB Expiration Date | |

| Federal SDVOSB Verification | |
|-----------------------------|--|
| 9-Digit DUNS | |
| SDVOSB Issue Date | |
| SDVOSB Expiration Date | |

- Offeror Identity.** The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status.** Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s).** Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmbsearch>. Federal: <https://www.vip.vetbiz.gov/> The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation.** If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 8200 PAT3000REBID
SOLICITATION TITLE: Electrical Repairs and Related Services

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

×

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

| Offeror Information | | | |
|--|---|---------------|-----------------------|
| Company Name | LTH Enterprises, Ltd. | | |
| City Vendor ID Code | LTH8305274 | | |
| Physical Address | 19025 Littig Rd. | | |
| City, State Zip | Elgin, Tx 78621 | | |
| Phone Number | 5122819579 | Email Address | vneidig.lth@gmail.com |
| Is the Offeror City of Austin M/WBE certified? | <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> MBE/WBE Joint Venture | | |

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Denis St. Pierre
Executive Vice President & COO

Denis St. Pierre

Name and Title of Authorized Representative (Print or Type)

Signature/Date **May 7, 2019**

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 8200 PAT3000REBID
SOLICITATION TITLE: Electrical Repairs and Related Services

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☒ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 8200 PAT3000REBID

SOLICITATION TITLE: Electrical Repairs and Related Services

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 8200 PAT3000REBID
SOLICITATION TITLE: Electrical Repairs and Related Services

(Offerors may duplicate this page to add additional Subcontractors as needed)

| Subcontractor/Sub-consultant | |
|---|---|
| City of Austin Certified | <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE Ethnic/Gender Code: Hispanic <input type="checkbox"/> NON-CERTIFIED |
| Company Name | LTH Enterprises, LTD. |
| Vendor ID Code | LTH8305274 |
| Contact Person | Valarie Niedig Phone Number: 512-281-9579 |
| Additional Contact Info | Fax Number: E-mail: vneidig.lth@gmail.com |
| Amount of Subcontract | \$ N/A |
| List commodity codes & description of services | Codes: 280, 285, 287 This will be for material to be purchased for work repairs or projects. |
| Justification for not utilizing a certified MBE/WBE | |

| Subcontractor/Sub-consultant | |
|---|--|
| City of Austin Certified | <input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED |
| Company Name | |
| Vendor ID Code | |
| Contact Person | Phone Number: |
| Additional Contact Info | Fax Number: E-mail: |
| Amount of Subcontract | \$ |
| List commodity codes & description of services | |
| Justification for not utilizing a certified MBE/WBE | |

| SMBR Contact Information | | | |
|--------------------------|--------------|---|--------------------|
| SMBR Contact Name | Contact Date | Means of Contact | Reason for Contact |
| | | <input type="checkbox"/> Phone OR <input type="checkbox"/> Email | |

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 8200 PAT3000REBID

Addendum No: 1

Date of Addendum: 4/25/19

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

1. Section 0500, Scope of Work, Section 3.6 Service Requirements, Sub-section 3.6.1.2 is hereby changed to read:

3.6.1.2 Minor excavation or digging, **up to (4) feet deep**, may be required for buried repairs or installation of new conduit.

Document in Solicitation now reads:

**CITY OF AUSTIN
SCOPE OF WORK
ELECTRICAL REPAIRS AND RELATED SERVICES
REQUEST FOR PROPOSALS
SOLICITATION NO.: RFP 8200 PAT3000REBID
VERSION 1.1 APRIL 25, 2019**

3.6 Service Requirements

The Contractor shall:

- 3.6.1 Perform the following electrical related services on an as-needed basis. Types of services may include but not be limited to:

3.6.1.1 Conduit installation and repair.

3.6.1.2 Minor excavation or digging, up to (4) feet deep, may be required for buried repairs or installation of new conduit.

2. A Pre-Proposal Meeting was held at 11:00 A.M. on Wednesday, April 24, 2019. The Meeting Sign-In Sheet is attached.

II. Questions:

(Q1) Can you give us a Budget number?

(A1) This contract will have an estimated annual spend of \$500,000.

(Q2) Will the firm, fixed price be what the Vender gets paid?

(A2) Yes, the firm fixed price bid for each job should match the invoice price for each job.

(Q3) How many copies of the proposal do I turn in?

(A3) You should turn submit (1) hard copy of the proposal and (1) copy of the proposal on a flash drive.

(Q4) Is the contract for the Austin proper area?

(A4) Contract will be utilized by multiple departments having properties throughout the Austin area.

(Q5) Is it an automatic 10 points off if you are not in the Austin area?

(A5) No. In accordance with the Evaluation Factors, a maximum of 10 points will be awarded based on Local business presence.

(Q6) Do you have a count of how may award there will be?

(A6) This contract will have multiple awards based on the proposals submitted and evaluated.

(Q7) Is the Pre-Proposal Meeting mandatory?

(A7) No, this Pre-Proposal Meeting is not mandatory, but is designed to ensure the attendees can submit a proposal that meets the Evaluation criteria.

(Q8) Is there a specific SMBR contract?

(A8) No, since this solicitation has not been assigned goals, it does not have an assigned representative within the SMBR Department.

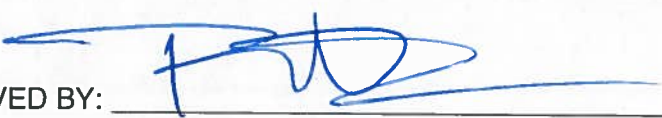
(Q9) Will the award be after the Council meeting in August?

(A9) Yes, the award of this contract will be after the City Council on August 8th

(Q10) On the 7th of May, will you announce all the bids?

(A10) Yes, the proposals will be opened and communicated via Web-Cam from this very location at 3:00pm on May 7th.

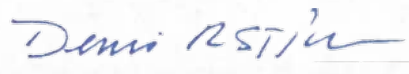
III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: 
Paul Trimble, Procurement Specialist II
Purchasing Office, (512) 974-1714

4/25/19
Date

ACKNOWLEDGED BY:

Denis St. Pierre
Name


Authorized Signature

May 7, 2019
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 8200 PAT3000REBID

Addendum No: 2

Date of Addendum: 5/7/19

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Extension:** The proposal due date is hereby extended until Tuesday, May 14, 2019 at 2:00 PM.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____

Paul Trimble, Procurement Specialist II
Purchasing Office, (512) 974-1714

5/7/19

Date

ACKNOWLEDGED BY:

Denis St. Pierre

Name

Denis St. Pierre

Authorized Signature

05/17/2019

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

Authorized Negotiator

Representative for Alterman, Inc. and authorized to negotiate and execute binding contract terms:

Denis St. Pierre

Executive Vice President and COO

Alterman, Inc.

14703 Jones Maltzberger Road

San Antonio, TX 78247-3713

Office: (210) 496-6888

Mobile: (210) 837-9767

E-mail: denis.stpierre@goalterman.com

Relevant Experience

CITY OF ROUND ROCK - ROUND ROCK OLD SETTLERS PARK COMPLEX

80-acre project, 12 soccer fields, sports lighting, pedestrian lighting, food ruck area, restrooms and clubhouse.

GC: Joeris General Contractors
GC Contact: Jeff Fuller, jfuller@joeris.com, (512) 791-3047
Owner: City of Round Rock
Project Manager: Ron Padula
Value: \$2,017,000.00
Completion Date: September 2017

CITY OF AUSTIN - ABIA TERMINAL/APRON EXPANSION AND IMPROVEMENT

Removal of power to some existing walkways at gates and set up new temporary walkways in preparation for extension of main terminal.

GC: Hensel Phelps
GC Contact: Joe Sanders, jsanders@henselphelps.com, (512) 834-9848
Owner: City of Austin
Project Manager: Ron Padula
Value: \$888,119.00
Completion Date: January 2017

ELGIN ISD - BOOKER T. WASHINGTON ELEMENTARY

Project consisted of electrical renovation and upgrades

GC: Falkenberg Construction Company
GC Contact: John Castro, jcastro@falkenbergconstruction.com, (512) 392-2831
Completion Date: November 2016

CITY OF HUTTO - PUBLIC WORKS

Installed generators to provide power for various well sites.

GC: Alterman, Inc.
GC Contact: Ron Padula, ron.padula@goalterman.com, (512) 836-3950
Owner: City of Hutto
Project Manager: Ron Padula
Value: \$303,597.00
Completion Date: Still in Progress

CITY OF AUSTIN - TFC CAPITAL EXCAVATION PROJECT

Build new service for feeding job trailers

GC: JE Dunn Constructon
GC Contact: Jesse Farris, jesse.farris@jedunn.com, (512) 329-9618
Owner: City of Austin
Project Manager: Ron Padula
Value: \$148,610.00
Completion Date: November 2018

References

AUSTIN DIVISION (FORMER HILL ELECTRIC)

General Contractors

Hensel Phelps Construction Co.

Contact: Bob Phillips
8326 Cross Park Dr.
Austin, TX 78754
T: (512) 834-9848
F: (512) 834-9844
bphillips@henselphelps.com

Spawglass Contractors, Inc.

Contact: Kirby Baird
1111 Smith Rd.
Austin, TX 78721
T: (512) 719-5251
F: (512) 719-5255
kirby.baird@spawglass.com

DPR Construction

Contact: Bryan Lofton
9606 North Mopac, Suite 300
Austin, Texas 78759
T: (512) 320-9170
F: (512) 345-8230
BryanL@dpr.com

Engineers

HMG & Associates Inc.

Contact: Bill Harris
9606 N Mopac Expy Suite 350
Austin, TX 78759
T: (512) 794-8234
F: (512) 794-8239
bharris@hmg-associates.com

O'Connell Robertson

Contact: Lewis Perry
811 Barton Springs Road, Suite 900
Austin, TX 78704
T: (512) 478-7286
F: (512) 478-7441
lperry@oconnellrobertson.com

Owners

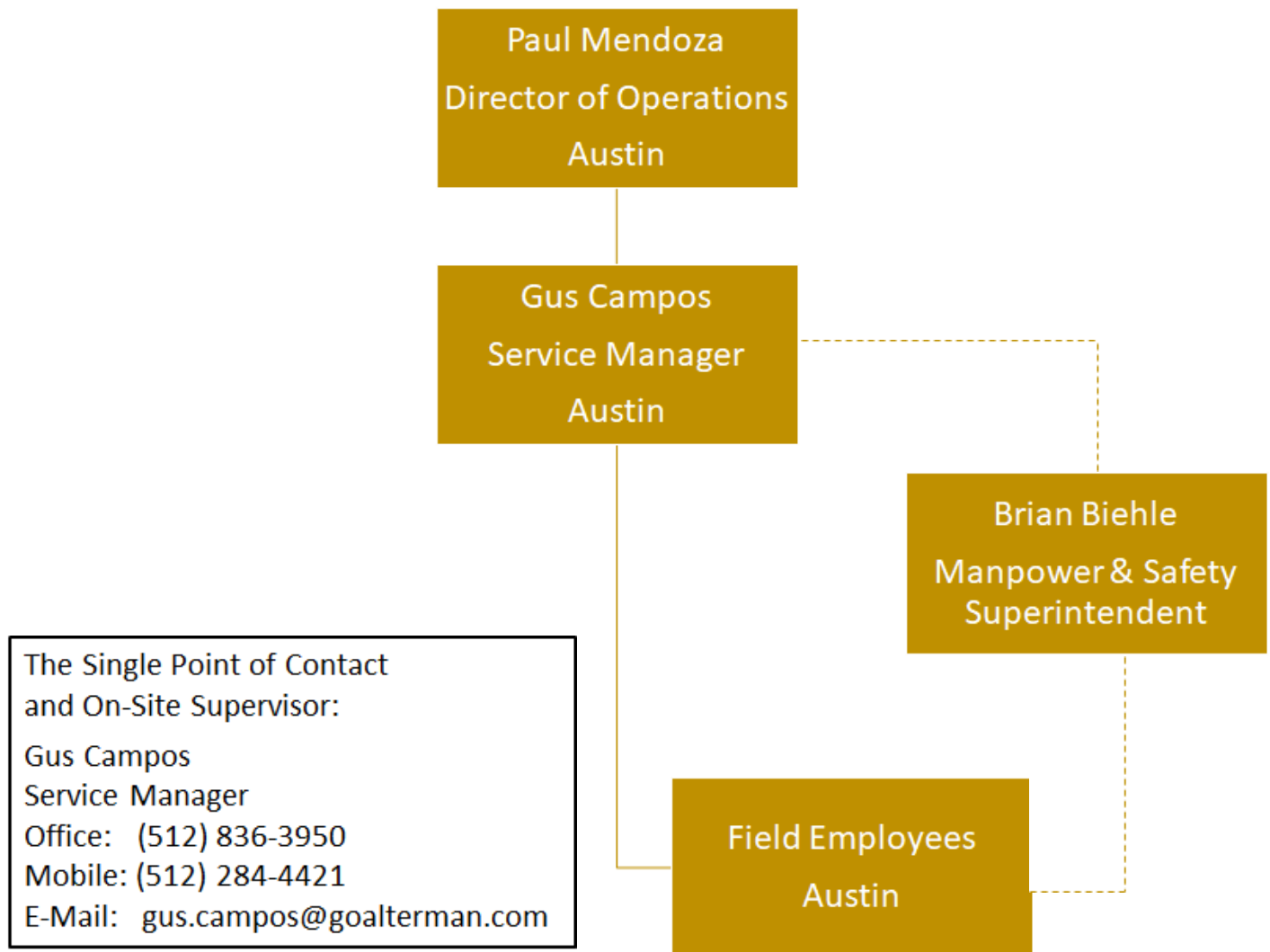
UT OFPC

Contact: Dave Dixon
210 West 6th Street, Room B.140E
Austin, Texas 78701
T: (512) 499-4600
F: (512) 499-4604
ddixon@utsystem.edu

Whole Foods Market

Contact: Mike Willoughby
601 N. Lamar Boulevard, Suite 300
Austin, Texas 78703
T: (512) 477-4455
F: (512) 477-1301
Mike.Willoughby@wholefoods.com

Austin Service Department Organization Chart



PAUL MENDOZA

Director, Austin Division

OVERVIEW

Mr. Mendoza has over 20 years experience in the electrical industry, including 8 years in a project management and estimating capacity. Mr. Mendoza has continued to grow within Alterman's Austin division by being promoted to the Operations Manager and now, effective January 1, 2018 he will become the Director of our Austin Division.

MEMBERSHIPS & CERTIFICATIONS

- Journeyman Electrician License JE-41706, State of Texas
- Certified Level I Infrared Thermographer
- Member, International Brotherhood of Electrical Workers (IBEW), Local Union No. 60
- Member, AGCs Construction Leadership Forum

EDUCATION & TRAINING

- Electrical Apprenticeship Program, South Texas Electrical Joint Apprenticeship & Training Committee (JATC)
- NFPA 70E Training 2009 Edition, Standards for Electrical Safety in the Workplace
- TDLR Continuing Education Courses
- Occupational Safety & Health Administration for Construction Safety & Health (OSHA 10)
- AGC's Project Management Development Program – Leadership Module

PAST PROJECTS

CST Brands Service Center

Project Manager for a Fast Track interior finish out of a two floor office building. Project included a 100 and 300 kw generator, two ups systems, all new lighting, lighting control, and a new fire alarm system. All power branch circuit wiring was completed using in floor walker duct that was cut into an existing slab.

AT&T Center Renovations

Alterman site Project Manager for the AT&T Center building renovation. Managed the material, labor and schedule associated with this Fast Track project. Priced changes that were "Proceed and Price" in a timely manner and reviewed with the owner. Made job walks seven days a week, to ensure Safety was always a priority and production was on schedule.

La Cantera Resort Renovation

Alterman site Project Manager for the renovation for a fast track high end hill country resort. Day one had a complete relocation of a main distribution electrical and data room. This project had a complete removal and rebuild of three chef designed kitchens. The high end remodel also included a new large expanded lobby, four bars, a porta cochere, six outdoor fountains and a city view terrace. This project also had fire alarm, A/V, Data/ communication, and lighting control installation.

Lufkin Multi Function Service Center

Alterman site Project Manager for a Design build from the ground up on a 37,000 sq ft building with office space and adjoining high bay warehouse/manufacturing facility. To include a turn key fire alarm and lightning protection system.

SeaWorld Shamu Stadium Pool C Upgrades

Project Manager for the SeaWorld Shamu Stadium Pool C Upgrades; Including installation of all controls and electrical infrastructure for a safety floor in Pool C. This scope included all duct banks, control wiring, pneumatic controls and piping in, over and around pool C, all while closely coordinating with SeaWorld's staff of trainers to ensure the safety of our employees and SeaWorld's animals.

SeaWorld of Texas – Shamu Show Upgrades

Project Manager for the electrical and audio/visual upgrades to the Shamu show facility. Project included new stage lighting, large-screen televisions, and fountain controls.

SeaWorld of Texas – Facilities Modifications

Project Manager for the installation of a 175 kVA diesel generator and new 600 amp electrical service to support the facility addition. Work also included a new state-of-the-art LED lighting package, panic alarm package, intercom system, and access control system.

Alliance Bernstein 14th Floor Renovation

Included a new security command office in an existing facility. Renovation included power, lighting, tele data and the fire alarm system.

Tesoro Data Center PDU/RPP Project

Project Manager for the electrical installation of two PDU's and two RPP's to provide additional branch circuit redundancy. All work was performed in a live data center during normal operating hours.

USAA UPC Buildings 3 and 4

Project Manager for a fast track complete demo and renovation on 135,000 square feet of office space in a twelve week time frame. Included in the project were two UPS systems, one 300 KVA and one 30 KVA.

Alliance Bernstein 4th and 5th Floor Renovations

Project Manager for the electrical renovation of floors 4 and 5 of an existing facility. Renovation included power, lighting, tele/data, and fire alarm systems.

Tesoro Data Center Emergency Power Upgrades

Project Manager for the electrical installation of two 3000 amp ATs and one 4000 amp switchboard to provide additional redundancy in a live data center.

Cadena Reeves Justice Center – Floors 1.5, 3, and 4

Project Manager for the electrical renovation of floors 1.5, 3, and 4 of an existing facility housing criminal courts and governmental offices. Renovation included power, lighting, tele/data, and fire alarm systems.

Bexar County Adult Detention Center

Project Manager for the electrical upgrade to the HVAC system including several 800 amp services to support temporary air handling units and new combination starters for all air handling units in three towers of the correctional facility. Additional work included fire alarm and HVAC control upgrades in all three towers.

Alliance Data UPS Replacement

Project Manager for the demolition of two 75 KVA UPS systems, one 150 KVA PDU, and the installation of a new 80 KVA UPS system.

Aerovironment – Battery Charging Stations

Project Manager for the installation of over 50 charging stations at Nissan dealerships throughout Central Texas and for the City of San Antonio.

USAA One Riverwalk

Project Manager for the finish out of 3 floors of office space with a 3 month schedule to include a 40 kva ups and upgrades to the electrical riser.

Zachry F Wing Expansion

Project Manager for the addition of a new, two floor wing, new parking lot, new distribution center/mail room, new gym, and café area, as well as the renovation of several office spaces.

GUS CAMPOS

Service Manager

OVERVIEW

Mr. Campos is a Service Manager with 12 years of Service Department experience in the electrical construction industry. In addition, he has experience running small jobs, small/residential/commercial/industrial capabilities, fire alarms, limited motor controls, troubleshooting, and duct bank/underground involvement.

MEMBERSHIPS & CERTIFICATIONS

- Member, International Brotherhood of Electrical Workers (IBEW), Local Union No. 520
- Certified in First Aid & CPR
- NFPA 70E Certified

EDUCATION & TRAINING

- Graduated from NJATC in 2011
- OSHA 30 Hour Training

PROFESSIONAL EXPERIENCE

- Whole Foods
- H.L. Chapman
- Portland State University
- ACC Austin
- Idaho Air National Guard

MARK KNUDSEN

Service Technician

OVERVIEW

Mr. Knudsen is a Master Electrician and Foreman with 18 years of professional experience in the electrical construction industry with OSHA training and supervisor experience. In addition, he has 10 years of experience running service trucks.

MEMBERSHIPS & CERTIFICATIONS

- Member, International Brotherhood of Electrical Workers (IBEW), Local Union No. 520
- Certified in First Aid & CPR
- Master Electricians License

EDUCATION & TRAINING

- Graduated from NJATC in 2006
- OSHA 30 Hour Training

PROFESSIONAL EXPERIENCE

- Domain Endeavor Reality
- Manor I.S.D.
- Whole Foods
- Intel
- AT&T
- Elgin I.S.D.
- Round Rock I.S.D.

JAMES WELLS

Service Technician

OVERVIEW

Mr. Wells is a licensed Master Electrician with more than 35 years of experience in electrical construction including over 5 years in a supervisory capacity. Proficient with fast-track construction, coordination of extensive scope changes, and labor management with emphasis in governmental, technical, and medical installations.

MEMBERSHIPS & CERTIFICATIONS

- Journeyman Electrician's License 83002— State of Texas
- Member, International Brotherhood of Electrical Workers (IBEW), Local Union No. 520
- First Aid/CPR Certification

EDUCATION & TRAINING

- Occupational Safety and Health Administration for Construction Safety & Health (OSHA 30)
- Continuing Education in National Electrical Code, TDLR State Law, and Article 250 Grounding
- Confined Space Training, 2010
- Equipment Training on Genie Boom, Scissor Lift, and Trencher
- NFPA 70E Training

PROFESSIONAL EXPERIENCE

- Chiller Plant #1 and #2
- Capital Metro
- Intel
- Whole Foods
- Motorola
- UT Tower Expansion
- UT Conference Center
- Cargill Animal Feed

JEREMY BOLLINGER

Service Technician

OVERVIEW

Mr. Bollinger has over 12 years of professional experience in the electrical construction industry with OSHA training and 2 years of experience running service trucks.

MEMBERSHIPS & CERTIFICATIONS

- IBEW 520
- First Aid & CPR
- Rigger/Signal Person 101, ID #23314

EDUCATION & TRAINING

- Graduate from IEC in 2014
- OSHA 30 Hour Training

PROFESSIONAL EXPERIENCE

- Domain Endeavor Realty
- ACC Campuses
- Leander I.S.D.
- Whole Foods
- Solar Systems
- Data Centers

| Name and Location | Other Information |
|--|---|
| BUSH, PATRICK M County: TRAVIS | Master Electrician License #: 237838 Expiration Date: 03/15/2020 Type: ME Phone: |
| This licensee is the designated master for: No electrical contractor found | |

| Name and Location | Other Information |
|-------------------------------------|---|
| CAMPOS, AGUSTIN County: HAYS | Journeyman Electrician License #: 238632 Expiration Date: 10/04/2019 Type: JE Phone: |

| Name and Location | Other Information |
|--|---|
| KEEBLE, JUSTON LUTIMAR County: WILLIAMSON | Journeyman Electrician License #: 347677 Expiration Date: 11/20/2019 Type: JE Phone: |

| Name and Location | Other Information |
|--|--|
| WELLS, JAMES E County: WILLIAMSON | Master Electrician License #: 83002 Expiration Date: 01/12/2020 Type: ME Phone: |
| This licensee is the designated master for: No electrical contractor found | |

| Name and Location | Other Information |
|--|---|
| KNUDSEN, MARK TRAJAN JR County: WILLIAMSON | Master Electrician License #: 390851 Expiration Date: 01/30/2020 Type: ME Phone: |
| This licensee is the designated master for: No electrical contractor found | |

| Name and Location | Other Information |
|--|---|
| BOLLINGER, JEREMY LYNN County: TRAVIS | Journeyman Electrician License #: 434467 Expiration Date: 05/22/2019 Type: JE Phone: |

Technical Program & Proposed Solutions



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May 7, 2019

Mr. Paul Trimble
City of Austin
124 W. 8th St, Rm 308
Austin, Tx 78701

Re: City of Austin RFP 8200 PAT3000 REBID

Electrical repairs and related services

Dear Mr. Trimble,

This project consists being a contractor licensed by the state of Texas, to perform commercial and industrial electrical installation, on-site electrical repairs, troubleshooting, and related electrical services for over 300 city-owned facilities. We plan to two Journeyman electricians assigned to this project on a priority basis. Meaning they will leave any job they are on to tend to the call. We have 14 techs in the department and will have plenty of men available. Mobilization will be a phone call with a calendar invite with job details.

Alterman, Inc. can provide various services including but limited too to perform electrical on an as-needed basis, not limited to and as requested by the City of Austin, to include: repairs, installations, testing, emergency services, estimates & mini-bids, modular furniture and outlets, labeling, testing and demolition. We can 24-Hour Emergency Service provided by a staff of 3 service managers and 14 technicians who remain on call with fully-equipped service vehicles. Our policy is to be on site within 2 hrs.

Thank you for your time,

Gus Campos
Service Manager
Alterman, Inc.

Serving South/Central Texas

P.O. Box 700490, San Antonio, TX 78270
14703 Jones Maltsberger, San Antonio, TX 78247
P (210) 496-6888 • F (210) 496-7349

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P (512) 836-3950 • F (512) 836-4624
www.GoAlterman.com



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July 8, 2019

Mr. Paul Trimble
Procurement Specialist II
City of Austin
Purchasing Office
P.O. Box 1088
Austin, TX 78767

Re: OSHA Incident Rate

The purpose of this letter is to provide Alterman's OSHA Incident Rate for the past two-years:

TRIC Rate:

2018: .90

2017: .70

Sincerely,

Denis St. Pierre
Executive Vice President & COO

Office (210) 496-6888
Cell (210) 837-9767
Fax (210) 496-7349
dstpierre@GoAlterman.com
www.GoAlterman.com

14703 Jones Maltsberger Rd. | San Antonio, TX 78247
10100 N. Lamar Blvd. | Austin, TX 78753



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14703 Jones Maltsberger, San Antonio, TX 78247
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P (512) 836-3950 • F (512) 836-4624
www.GoAlterman.com

HSE MANUAL FOR

Alterman Inc

ASSIGNMENT OF RESPONSIBILITIES

In accordance with OSHA regulations, the above named company has assigned responsibility and accountability for the administration of our Health, Safety, and Environmental program to:

**Leonard De Braska, Mary Begnoche, Jason Garner,
Thomas Farmer, and Jared Kitchen**

Depending on your location, this HSE program may also be referred to as an SHE or EHS program.

The Federal OSHA designation is "HSE"; however, you will notice that all terms are used.

A copy of the HSE Program is available upon request for our employees' review. Questions should be directed to Supervision or Management.



Print Date: January 24, 2019

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| Acknowledgement and Notes | |

| | | | | |
|---|--|-----------------------------|-------------------|----------------|
| ATTACHMENT A - PRICE SHEET CITY OF AUSTIN ELECTRICAL REPAIRS AND RELATED SERVICES | | | | |
| SOLICITATION NO.: RFP 8200 PAT3000REBID | | | | |
| SOLICITATION CLOSE DATE: May 7, 2019 | | | | |
| <p>Special Instructions: Offerors must use this Price Sheet to submit pricing. Be advised that altering the Price Sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.</p> <p>The quantities noted below are estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as needed and specified by the City for each order.</p> <p>The City intends to make multiple awards to establish a qualified list of Contractors based on the offeror's ability to meet the scope of work requirements, qualifications, experience and cost.</p> | | | | |
| CATEGORY 1 - HOURLY LABOR RATE | | | | |
| <p>The rates listed below shall include all charges for labor, administrative, overhead, per diem, and transportation costs including travel time, mileage and fuel costs. These expenses shall be included in the rates provided and shall not be paid separately.</p> <p>A bid of "0" (zero) will be interpreted by the City as a no-charge item and the City will not expect to pay for that item. A bid of "no bid" will be interpreted by the City that the proposer does not wish to bid on that item.</p> <p>Job Classifications that are subject to Prevailing Wage shall, at a minimum, be priced at the Total Minimum Wage Rate Required for that Classification. Rate which do not meet the Total Minimum Wage Rate for that Classification shall result in a Non-Responsive offer.</p> | | | | |
| ITEM NO. | ITEM DESCRIPTION | ESTIMATED ANNUAL HOURS | HOURLY LABOR RATE | EXTENDED PRICE |
| 1.1 | Foreman/Supervisor: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 400 | \$63.55 | \$25,420.00 |
| 1.2 | Foreman/Supervisor: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 200 | \$119.36 | \$23,872.00 |
| 1.3 | Journeyman Electrician: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 900 | \$58.40 | \$52,560.00 |
| 1.4 | Journeyman Electrician: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 500 | \$109.13 | \$54,565.00 |
| 1.5 | Apprentice I Electrician: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 750 | \$37.80 | \$28,350.00 |
| 1.6 | Apprentice I Electrician: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 300 | \$68.24 | \$20,472.00 |
| 1.5 | Apprentice II Electrician: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 750 | \$45.52 | \$34,140.00 |
| 1.6 | Apprentice II Electrician: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 300 | \$83.58 | \$25,074.00 |
| 1.5 | Apprentice III Electrician: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 750 | \$48.10 | \$36,075.00 |
| 1.6 | Apprentice III Electrician: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 300 | \$88.69 | \$26,607.00 |
| 1.7 | Helper: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 400 | \$31.65 | \$12,660.00 |
| 1.8 | Helper: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 200 | \$59.55 | \$11,910.00 |
| 1.9 | General Laborer: for services not associated with electrical trades during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 100 | \$29.07 | \$2,907.00 |
| 1.10 | General Laborer: for general not associated with electrical trades during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 50 | \$54.55 | \$2,727.50 |
| SUBTOTAL - CATEGORY 1 = | | | | \$357,339.50 |
| CATEGORY 2 - NON-SPECIFIED ITEMS (Pricing for this Category will not be used to determine award.) | | | | |
| <p>The City estimates an annual spending need of \$100,000 for additional materials and rental needs. Bidder must be able to provide materials to complete the requested service. The percentage markups shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. The invoice prices for these materials shall be based off a markup to costs paid by the bidder as indicated below. The percentage markup given should include all costs to deliver the parts to Austin, TX, including administrative costs, overhead, and shipping costs. These costs shall be factored into the discount or markup rates and shall not be paid separately.</p> <p>A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent minimum discount or maximum markup to the City.</p> | | | | |
| ITEM NO. | ITEM DESCRIPTION | MARKUP TO COST (PERCENTAGE) | | |
| 2.1 | Markup to cost for Equipment Rental (not to exceed 15%) | 15.00% | | |
| 2.2 | Markup to cost for all related Materials (not to exceed 15%) | 15.00% | | |
| SUBTOTAL - CATEGORY 2 = | | | | \$100,000.00 |
| TOTAL EXTENDED PRICE FOR CATEGORIES 1 TO 2 = | | | | \$457,339.50 |
| Please check the boxes below as confirmation. | | | | |
| <input checked="" type="checkbox"/> | Offer Sheet : Completed and Signed | | | |
| <input checked="" type="checkbox"/> | Section 0605 - Local Business Presence Identification Form: Completed and Signed | | | |
| <input checked="" type="checkbox"/> | Section 0700 - Reference Sheet: Completed | | | |
| <input checked="" type="checkbox"/> | Section 0600 - Completed Proposal Tabs as outlined in Proposal Preparation Instructions, (Tab 1, Tab 3, Tab 4, Tab 5, Tab 6, Tab 8.) Completed | | | |
| <input checked="" type="checkbox"/> | Section 0800 - Non-Discrimination and Non-Retaliation Certification: Completed and Signed | | | |
| <input checked="" type="checkbox"/> | Section 0815: Living Wages Contractor Certification: Completed and Signed | | | |
| <input checked="" type="checkbox"/> | Section 0835 - Nonresident Bidder Provisions: Completed and Signed | | | |
| <input checked="" type="checkbox"/> | Section 0840-Service-Disabled Veteran Business Enterprise Preference: Completed | | | |
| <input checked="" type="checkbox"/> | Section 0900-Subcontracting/Sub-consulting Utilization Form: Completed and Signed | | | |
| <input checked="" type="checkbox"/> | Section 0905- Subcontracting/Sub-consulting Utilization Plan: Completed and Returned, if applicable | | | |
| <input checked="" type="checkbox"/> | I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY PROPOSAL | | | |
| <input checked="" type="checkbox"/> | I UNDERSTAND THAT SUBMITTING WITH PROPOSAL ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY PROPOSAL | | | |

Exceptions to the Proposal

The only exceptions on this project are that Sunday's and Holiday's are excluded in the rates.

ATTACHMENT A - PRICE SHEET - BAFO
CITY OF AUSTIN
ELECTRICAL REPAIRS AND RELATED SERVICES

SOLICITATION NO.: RFP 8200 PAT3000REBID

BUYER: Paul Trimble

COMPANY NAME: Alterman, Inc.

EMAIL ADDRESS: gus.campos@gola

Special Instructions: Offerors must use this Price Sheet to submit pricing. Be advised that altering the Price Sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as needed and specified by the City for each order.

The City intends to make multiple awards to establish a qualified list of Contractors based on the offeror's ability to meet the scope of work requirements, qualifications, experience and cost.

CATEGORY 1 - HOURLY LABOR RATE

The rates listed below shall include all charges for labor, administrative, overhead, per diem, and transportation costs including travel time, mileage and fuel costs. These expenses shall be included in the rates provided and shall not be paid separately.

A bid of "0" (zero) will be interpreted by the City as a no-charge item and the City will not expect to pay for that item. A bid of "no bid" will be interpreted by the City that the proposer does not wish to bid on that item.

Job Classifications that are subject to Prevailing Wage shall, at a minimum, be priced at the Total Minimum Wage Rate Required for that Classification. Rate which do not meet the Total Minimum Wage Rate for that Classification shall result in a Non-Responsive offer.

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED ANNUAL HOURS | HOURLY LABOR RATE | EXTENDED PRICE |
|----------|---|------------------------|-------------------|----------------|
| 1.1 | Foreman/Supervisor: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 400 | \$63.55 | \$25,420.00 |
| 1.2 | Foreman/Supervisor: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 200 | \$119.36 | \$23,872.00 |
| 1.3 | Journeyman Electrician: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 900 | \$58.40 | \$52,560.00 |
| 1.4 | Journeyman Electrician: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 500 | \$109.13 | \$54,565.00 |
| 1.5 | Apprentice I Electrician: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 750 | \$37.80 | \$28,350.00 |
| 1.6 | Apprentice I Electrician: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 300 | \$68.24 | \$20,472.00 |
| 1.5 | Apprentice II Electrician: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 750 | \$45.52 | \$34,140.00 |
| 1.6 | Apprentice II Electrician: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 300 | \$83.58 | \$25,074.00 |
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| 1.6 | Apprentice III Electrician: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 300 | \$88.69 | \$26,607.00 |
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| 1.9 | General Laborer: for services not associated with electrical trades during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 100 | \$29.07 | \$2,907.00 |
| 1.10 | General Laborer: for general not associated with electrical trades during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 50 | \$54.55 | \$2,727.50 |

CATEGORY 2 - NON-SPECIFIED ITEMS (Pricing for this Category will not be used to determine award.)

The City estimates an annual spending need of **\$100,000** for additional materials and rental needs. Bidder must be able to provide materials to complete the requested service. The percentage markups shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. The invoice prices for these materials shall be based off a markup to costs paid by the bidder as indicated below. The percentage markup given should include all costs to deliver the parts to Austin, TX, including administrative costs, overhead, and shipping costs. These costs shall be factored into the discount or markup rates and shall not be paid separately.

A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent minimum discount or maximum markup to the City.

| ITEM NO. | ITEM DESCRIPTION | MARKUP TO COST (PERCENTAGE) | EXTENDED PRICE |
|---|---|-----------------------------|----------------------|
| 2.1 | Markup to cost for Materials and Equipment Rental (not to exceed 15%) | \$ 100,000.00 | \$ 115,000.00 |
| TOTAL FOR PRICE SHEET LINES (for scoring purposes) = | | | \$ 472,339.50 |



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

June 27, 2019

Alterman, Inc.
Denis St. Pierre
Executive Vice President and COO
14703 Jones Maltsberger
San Antonio, TX 78247

Subject: Best and Final Offer of RFP 8200 PAT3000REBID, Electrical Repairs and Related Services

Dear Mr. St. Pierre:

Thank you for your response to the Electrical Repairs and Related Services solicitation for the City of Austin. Your firm is invited to submit a Best and Final Offer (BAFO) for consideration in the award determination. In addition, clarification to your proposal is required as requested below. This information is necessary for completion of the evaluation process.

The BAFO pricing document is attached and must be completed on the form provided. Pricing for all line items in Category 1 and Percentage Mark up to Cost in Category 2 must be included.

Clarifications from Alterman, Inc. include:

- Provide OSHA Incident Rate for the most recent two (2) years.
- Provide your current Safety Policies and/or Procedures concerning all employees, crews, and equipment proposed for the execution of this contract.

All information is due back to me by 5:00pm, local time, on Tuesday, July 9, 2019.

Thank you for your participation in this competitive solicitation. We appreciate your interest in doing business with the City of Austin.

Sincerely,

Paul Trimble
Procurement Specialist II
City of Austin
Purchasing Office



ELK ELECTRIC, INC.

- EST. 1961 -

ELECTRICAL | FIRE ALARM | SECURITY | HVAC

City of Austin, Texas
RFP 8200 PAT3000REBID
Opening: 050719, 2PM

TABLE of CONTENTS:

- TAB 1 – Executive Summary
- TAB 2 – City of Austin Purchasing Documents
- TAB 3 – Authorized Negotiator
- TAB 4 - References
- TAB 5 – Personnel and Project Management Structure
- TAB 6 – Technical Program and Proposed Structure
- TAB 7 – Pricing Proposal
- TAB 8 – Exceptions to the Proposal
- TAB 9 – Proposal Acceptance Period – 180 days

Mike Kanetzky
President-Owner
ELK ELECTRIC, INC
4707 Weidemar Lane
Austin, TX 78745
P: 512-577-8523
E: mkanetzky@elkelectric.com



TAB 1 - ELK ELECTRIC - Executive summary – History and Resources:

ELK ELECTRIC, Inc started in business in Austin, Texas in 1961, continuing to this day, 58 years later. Started by Earl and Lois Kanetzky (ELK) and then in 1996 sold to their two sons Steve and Mike Kanetzky. Mike bought the business from Steve in 2003 and Steve continued the Engineering company SKE Engineering.

ELK has thru the years-built semiconductor facilities, AISD schools, office buildings, hotels, industrial warehouses, and retail. We have a low voltage division, and currently starting an HVAC/plumbing division. Our service group, which currently has two managers, two dispatchers and 15-20 electricians is what we Utilize for small projects. We can pull additional staff from our construction group that runs 60-80 electricians. An additional resource we have tapped for labor is our contractor/labor organization NECA/IBEW; in addition to the about 1000 electricians locally with the ibew, we have electrical contractor partners that we share labor when needed.

Our information-accounting system we utilize at our office allows for unique dispatches for each service call or construction project and we strictly job cost all jobs at our office. We have a tool equipment runner to make sure our electricians have the tools and resources they need to get their jobs done. We also utilize courier partners to allow our men to continue to work rather than spend time on the road or at the distributor counter.

Our estimating program has 10,000 plus items and assemblies that make for efficient takeoffs/Estimates. Our MATERIALS DATABASE links to four local distributors so we get current and best pricing for commodity materials.

Our dispatches/jobs will be organized by site location and work order number so we have several means to filter, file, and capture historical data for a site location. We are implementing cell phone/tablet capture and signature of our workorders to efficiently process work orders and invoicing. Our payroll system allows for a multitude of reports which can be exported to excel and filtered and formatted to meet the client's needs.

Our safety record is exceptional with a .69 Experience Modification Rate (EMR). We do weekly safety job talks, provide orientation training and our supervision has had at minimum 10 hour osha training and many have 30 hour.

Our service organization is continually evolving to utilize technologies to improve our service level to our clients. We believe in Continuous improvement, never to be complacent, and know that good communication and documentation can make the difference in our service.



ELK ELECTRIC, INC.

- EST. 1961 -

ELECTRICAL | FIRE ALARM | SECURITY | HVAC

Our range of capabilities is from the small service jobs to large multimillion-dollar projects. We also bring to the table Low Voltage and Fire Alarm Capabilities in house. We have a proven track record of ramping up when required for Emergency Projects, Fast Track Projects, and Large Projects, to mobilize resources of electricians, tools, and materials. We will be able to meet the requirements of this RFP.

Please call with any questions or clarification on the above.

Respectfully,

ELK Electric, Inc.

Mike Kanetzky
President
512-577-8523



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

| | |
|---|---|
| SOLICITATION NO: RFP 8200 PAT3000REBID | COMMODITY/SERVICE DESCRIPTION: Electrical Repairs and Related Services |
| DATE ISSUED: Monday, April 15, 2019 | PRE-PROPOSAL CONFERENCE TIME AND DATE: Wednesday, April 24, 2019 at 11:00 A.M. (CDT) |
| REQUISITION NO.: RQS 19040300435 | PRE-PROPOSAL CONFERENCE LOCATION: MUNICIPAL BUILDING, 124 W. 8 TH STREET, ROOM 308, AUSTIN TX 78701 |
| COMMODITY CODE: 9108250 | PROPOSAL DUE PRIOR TO: Tuesday, May 7, 2019 at 2:00 P.M. (CDT) |
| FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON: | PROPOSAL OPENING DATE AND TIME: Tuesday, May 7, 2019 at 3:00 P.M. (CDT) |
| <u>Primary Contact:</u> Paul Trimble Procurement Specialist II Phone: (512) 974-1714 E-Mail: paul.trimble@austintexas.gov | PROPOSAL DELIVERY LOCATION: MUNICIPAL BUILDING, 124 W 8 th STREET, RM 308, AUSTIN, TEXAS 78701 |
| <u>Secondary Contact:</u> Matthew Duree Procurement Manager Phone: (512) 974-6346 E-Mail: matt.duree@austintexas.gov | LIVE SOLICITATION OPENING ONLINE: For RFP's, only the names of respondents will be read aloud For information on how to attend the Solicitation Closing online, please select this link: http://www.austintexas.gov/department/bid-opening-webinars |

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

| Address for US Mail (Only) | Address for FedEx, UPS, Hand Delivery or Courier Service |
|--|--|
| City of Austin | City of Austin, Municipal Building |
| Purchasing Office-Response Enclosed for Solicitation # RFP 8200 PAT3000REBID | Purchasing Office-Response Enclosed for Solicitation # RFP 8200 PAT3000REBID |
| P.O. Box 1088 | 124 W 8 th Street, Rm 308 |
| Austin, Texas 78767-8845 | Austin, Texas 78701 |
| | Reception Phone: (512) 974-2500 |

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (Including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

| SECTION NO. | TITLE | PAGES |
|--------------------|---|--------------|
| 0100 | STANDARD PURCHASE DEFINITIONS | * |
| 0200 V2 | STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018 | * |
| 0300 | STANDARD PURCHASE TERMS AND CONDITIONS | * |
| 0400 | SUPPLEMENTAL PURCHASE PROVISIONS | 10 |
| 0500 | SCOPE OF WORK | 12 |
| 0600 | PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS | 5 |
| 0605 | LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return | 2 |
| 0700 | REFERENCE SHEET – Complete and return if required | 1 |
| 0800 | NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return | 2 |
| 0805 | NON-SUSPENSION OR DEBARMENT CERTIFICATION | * |
| 0810 V2 | NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018 | * |
| 0815 | LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return | 1 |
| 0835 | NONRESIDENT BIDDER PROVISIONS – Complete and return | 1 |
| 0840 | SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete and return | 1 |
| 0900 | SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return | 1 |
| 0905 | SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable | 3 |
| Attachment A | PRICE SHEET | 3 |
| Attachment B | AIRPORT SECURITY REQUIREMENTS | 2 |

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: ELK ELECTRIC, INC

Company Address: 4707 Weidemar Lane

City, State, Zip: Austin, Texas 78745

Vendor Registration No. 20871

Printed Name of Officer or Authorized Representative: Mike Kanetzky

Title: President

Signature of Officer or Authorized Representative: 

Date: 050119

Email Address: mkanetzky@elkelectric.com

Phone Number: 512-577-8523

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

Mike Kanetzky

OFFEROR:

| | | |
|---|--------------------------------------|--------------------------|
| Name of Local Firm | ELK ELECTRIC, INC | |
| Physical Address | 4707 Weidemar Lane, Austin TX 78704 | |
| Is your headquarters located in the Corporate City Limits? (circle one) | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| or | | |
| Has your branch office been located in the Corporate City Limits for the last 5 years? | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| | | |
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | <input checked="" type="radio"/> Yes | <input type="radio"/> No |
| | | |

SUBCONTRACTOR(S):

| | | |
|---|---------------------------|--------------------------|
| Name of Local Firm | Not Applicable | |
| Physical Address | | |
| Is your headquarters located in the Corporate City Limits? (circle one) | <input type="radio"/> Yes | <input type="radio"/> No |
| or | | |
| Has your branch office been located in the Corporate City Limits for the last 5 years | <input type="radio"/> Yes | <input type="radio"/> No |
| | | |

| | | |
|--|-----|----|
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | Yes | No |
| | | |

SUBCONTRACTOR(S):

| | | |
|--|-----|----|
| Name of Local Firm | | |
| Physical Address | | |
| Is your headquarters located in the Corporate City Limits? (circle one) | Yes | No |
| or | | |
| Has your branch office been located in the Corporate City Limits for the last 5 years | Yes | No |
| | | |
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | Yes | No |
| | | |

Section 0700: Reference SheetResponding Company Name: ELK ELECTRIC, INC

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Lifeworks
Name and Title of Contact Richard Williams, Facilities Director
Project Name Various service / maintenance projects
Present Address Pleasant Valley/ South First / Connelly 512.735.2462
City, State, Zip Code Austin, Texas
Telephone Number (512) 735-2462 Fax Number ()
Email Address Richard.Williams@lifeworksaustin.org

2. Company's Name One West Hills
Name and Title of Contact Mark Putska , Building Manager
Project Name Various service / maintenance projects
Present Address 3901 South Lamr
City, State, Zip Code Austin, Tx 78704
Telephone Number (512) 486.3737 Fax Number ()
Email Address mark@fgisvcs.com

3. Company's Name BAE
Name and Title of Contact Art Adams, Facilities Architect
Project Name Various service / maintenance projects
Present Address Tracor Lane
City, State, Zip Code Austin, TX
Telephone Number (512) 929-4752 Fax Number ()
Email Address art.adams@baesystems.com

**City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 1st day of May, 2019

CONTRACTOR

ELK ELECTRIC, INC

Authorized
Signature


Mike Kanetzky

Title

President

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$15.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$15.00 per hour:

| Employee Name | Employer | Prime or Sub | Your Normal Rate | Employee Job Title |
|---------------|----------|--------------|------------------|--------------------|
| Chris Collins | ELK | Prime | \$28+ w/fringes | Lead Electrician |
| Matt Bennett | ELK | Prime | \$28+ w/fringes | Lead Electrician |
| Juan Garcia | ELK | Prime | \$28+ w/fringes | Lead Electrician |
| | | | | |
| | | | | |
| | | | | |

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$15.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$15.00 per hour.

Contractor's Name: ELK ELECTRIC, INC

Signature of Officer
or Authorized
Representative:



Date: 050119

Printed Name:

Mike Kanetzky

Title

President

Section 0835: Non-Resident Bidder Provisions

Company Name ELK ELECTRIC, INC

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- NA B. ~~If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?~~

Answer: _____ Which State: _____

- NA C. ~~If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?~~

Answer: _____

Mike Kanetzky
ELK ELECTRIC INC

Section 0840, Service-Disabled Veteran Business Enterprise Preference

| |
|---------------------|
| Offeror Name |
| ELK ELECTRIC, INC |

Additional Solicitation Instructions.

1. ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
2. Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified under one of the two following scenarios. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.

- ☐ **HUB/SV.** Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

| Texas State HUB/SV Certification | |
|----------------------------------|--|
| 13-Digit Vendor ID (VID) | |
| HUB/SV Issue Date | |
| HUB/SV Expiration Date | |

- ☐ **HUB/OTHER + Federal SDVOSB.** Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

| Texas State HUB/OTHER Certification | |
|-------------------------------------|--|
| 13-Digit Vendor ID (VID) | |
| HUB Eligibility Category | |
| HUB Issue Date | |
| HUB Expiration Date | |

| Federal SDVOSB Verification | |
|-----------------------------|--|
| 9-Digit DUNS | |
| SDVOSB Issue Date | |
| SDVOSB Expiration Date | |

3. **Offeror Identity.** The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
4. **Certification Status.** Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
5. **Confirmation of Certification(s).** Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmbsearch>. Federal: <https://www.vip.vetbiz.gov/> The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
6. **Misrepresentation.** If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

Mike Kanetzky
ELK ELECTRIC, INC



042919

Paul Trimble
Procurement Specialist II
City of Austin

Solicitation:RFP8200/PAT3000REBID

Re: SMBR Compliance

Dear Paul,

I spoke with John Wesley-Smith, Business Development Counselor II, City of Austin, SMBR, regarding the above RFP. My understanding is since this RFP is a no goals RFP and since I will be self performing the work of this RFP, then I do not need to process a good faith effort solicitation.

However, during the work of this RFP, should the need for subcontractors arise, we will at that time comply with the City's MWBE procurement program.

Please accept my executed 0900 RFP document stating that I do not intend to use subcontractors/sub consultants for this RFP as full compliance.

Respectfully,

ELK ELECTRIC, INC

Mike Kanetzky
President

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 8200 PAT3000REBID

SOLICITATION TITLE: Electrical Repairs and Related Services

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

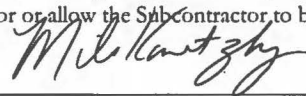
☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

| Offeror Information | | |
|--|--|--|
| Company Name | ELK ELECTRIC, INC | |
| City Vendor ID Code | VID:1741703679901, Vendor #: 20871 | |
| Physical Address | 4707 Weidemar Lane | |
| City, State Zip | Austin, Tx 78745 | |
| Phone Number | 512-442-8085 | Email Address mkanetzky@elkelectric.com |
| Is the Offeror City of Austin M/WBE certified? | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture | |

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Mike Kanetzky



Name and Title of Authorized Representative (Print or Type)

Signature/Date



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 8200 PAT3000REBID

Addendum No: 1

Date of Addendum: 4/25/19

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

1. Section 0500, Scope of Work, Section 3.6 Service Requirements, Sub-section 3.6.1.2 is hereby changed to read:

3.6.1.2 Minor excavation or digging, **up to (4) feet deep**, may be required for buried repairs or installation of new conduit.

Document in Solicitation now reads:

**CITY OF AUSTIN
SCOPE OF WORK
ELECTRICAL REPAIRS AND RELATED SERVICES
REQUEST FOR PROPOSALS
SOLICITATION NO.: RFP 8200 PAT3000REBID
VERSION 1.1 APRIL 25, 2019**

3.6 Service Requirements

The Contractor shall:

- 3.6.1 Perform the following electrical related services on an as-needed basis. Types of services may include but not be limited to:

3.6.1.1 Conduit installation and repair.

3.6.1.2 Minor excavation or digging, up to (4) feet deep, may be required for buried repairs or installation of new conduit.

2. A Pre-Proposal Meeting was held at 11:00 A.M. on Wednesday, April 24, 2019. The Meeting Sign-In Sheet is attached.

II. Questions:

(Q1) Can you give us a Budget number?

(A1) This contract will have an estimated annual spend of \$500,000.

(Q2) Will the firm, fixed price be what the Vender gets paid?

(A2) Yes, the firm fixed price bid for each job should match the invoice price for each job.

(Q3) How many copies of the proposal do I turn in?

(A3) You should turn submit (1) hard copy of the proposal and (1) copy of the proposal on a flash drive.

(Q4) Is the contract for the Austin proper area?

(A4) Contract will be utilized by multiple departments having properties throughout the Austin area.

(Q5) Is it an automatic 10 points off if you are not in the Austin area?

(A5) No. In accordance with the Evaluation Factors, a maximum of 10 points will be awarded based on Local business presence.

(Q6) Do you have a count of how many awards there will be?

(A6) This contract will have multiple awards based on the proposals submitted and evaluated.

(Q7) Is the Pre-Proposal Meeting mandatory?

(A7) No, this Pre-Proposal Meeting is not mandatory, but is designed to ensure the attendees can submit a proposal that meets the Evaluation criteria.

(Q8) Is there a specific SMBR contract?

(A8) No, since this solicitation has not been assigned goals, it does not have an assigned representative within the SMBR Department.

(Q9) Will the award be after the Council meeting in August?

(A9) Yes, the award of this contract will be after the City Council on August 8th

(Q10) On the 7th of May, will you announce all the bids?

(A10) Yes, the proposals will be opened and communicated via Web-Cam from this very location at 3:00pm on May 7th.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:



Paul Trimble, Procurement Specialist II
Purchasing Office, (512) 974-1714

4/25/19
Date

ACKNOWLEDGED BY:

Mike Kanetzky
Name


Authorized Signature

050619
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 8200 PAT3000REBID

Addendum No: 2

Date of Addendum: 5/7/19

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Extension:** The proposal due date is hereby extended until Tuesday, May 14, 2019 at 2:00 PM.
- II. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY: _____

Paul Trimble, Procurement Specialist II
Purchasing Office, (512) 974-1714

5/7/19
Date

ACKNOWLEDGED BY: _____

Mike Kanetzky

Name

Mike Kanetzky

Authorized Signature

051719

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



ELK ELECTRIC, INC.

- EST. 1961 -

ELECTRICAL | FIRE ALARM | SECURITY | HVAC

TAB 3 - ELK ELECTRIC – Authorized Negotiator:

Mike Kanetzky
President-Owner
ELK ELECTRIC, INC
4707 Weidemar Lane
Austin, TX 78745
P: 512-577-8523
E: mkanetzky@elkelectric.com



ELK ELECTRIC, INC.

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ELECTRICAL | FIRE ALARM | SECURITY | HVAC

TAB 4 - References:

1. University of Texas, Job Order Contracting (JOC)
Cedric Bouey, Project Manager, 512-740-0264, cedric.bouey@austin.utexas.edu
Contract Period: 082415 to 082320
Various bid projects ranging from \$10k to \$300k
2. University of Texas, Open Order Labor Contract
Cedric Bouey, Project Manager, 512-740-0264, cedric.bouey@austin.utexas.edu
Contract Period: 101617 to 101521
Labor only work orders; annual volume ranges \$50k to \$300k
3. Austin Parks and Recreation
Gene Faulk, Project Coordinator, 512-656-6192, Gene.Faulk@austintexas.gov
4. Huston Tillotson University
Tom Ganchuk, Facility Manager, 512-772-9294, tganchuk@htu.edu
5. BAE – Ongoing Maintenance, Project Basis
Art Adams, 512-413-9332, art.adams@baesystems.com
Contract Period – annual renewal 25 years
Annual Volume ranges - \$250k to 750k
6. Travis County Appraisal District – On Call Electrical Service work
Charles Rogers, 512-834-9317 X 315, crogers@tcadcentral.org
Annual Volume – average \$5k to \$20k
7. Cirrus Logic – Ongoing Maintenance, Project Basis
Carlo Ray, 512-217-4382, carlo.ray@cirrus.com
Annual Volume ranges - \$25k to \$50k

2017-2018 PROJECTS:

GYM GOAL POST POWER – HUSTON TILLOTSON UNIVERSITY, \$20,000.00, TOM GANCHUCK HT PROJECT COORDINATOR
5G SMALL CELL NODES – UT AUSTIN, \$1,500,000.00, RYAN KRILOFF, CROWN CASTLE PM, 512-554-1598
UT SWIM CENTER DISTRIBUTION UPGRADE, UT AUSTIN, \$50,000.00 CEDRIC BOUEY, UT PM
UT LIBRARY BUSWAY-DISTRIBUTION UPGRADE, UT AUSTIN, \$50,000.00, CEDRIC BOUEY, UT PM
BAE(FORMERLY TRACOR), VARIOUS SMALL TO LARGE CONSTRUCTION WORKORDERS 2018, \$750,000.00, ART ADAMS, PM
(2) CITY OF AUSTIN FIRE STATION REMODELS, \$100,000.00, DON HOPKINS COA PM



PAST PROJECTS WITH SCHOOLS:

| JOB | CONTRACT | LOCATION | CLIENT |
|------------------------------------|-------------|------------|-------------------------|
| UNIVERSITY OF TEXAS ECM | \$155,000 | AUSTIN, TX | UT PHYSICAL PLANT |
| UT-PARKING GARAGE LIGHTING | \$32,000 | AUSTIN, TX | UT-A&E SERVICES |
| UT-PARKING GARAGE LIGHTING | \$42,000 | AUSTIN, TX | UT-A&E SERVICES |
| UNIVERSITY OF TEXAS-ENERGY CONSERV | \$85,000 | AUSTIN, TX | YOUNG & PRATT |
| HARRY RANSOM FIRE ALARM DETECTION | \$471,000 | AUSTIN, TX | UNIVERSITY OF TEXAS |
| UT HARRY RANSOM-ENERGY CONSERV | \$96,000 | AUSTIN, TX | YOUNG & PRATT |
| UT MICROELECTRONICS & ENG. | \$80,000 | AUSTIN, TX | JOHNSON CONTROLS |
| UT UPS FOR DATA PROCESSING | \$215,000 | AUSTIN, TX | UNIVERSITY OF TEXAS |
| ST. EDWARDS CENTRAL PLANT UPGRADE | \$65,000 | AUSTIN, TX | JOHNSON CONTROLS |
| UT PHARMACY | \$22,000 | AUSTIN, TX | JORDAN WHITFIELD |
| ZARAGOSA RECREATION CENTER (AISD) | \$132,000 | AUSTIN, TX | CONSTRUCTORS & ASSOC |
| AUSTIN SCHOOLS-COMPUTER WIRING | \$20,600 | AUSTIN, TX | AISD |
| ST. EDWARDS ELECTRICAL UPGRADE | \$180,000 | AUSTIN, TX | ST. EDWARDS UNIVERSITY |
| DRIPPING SPRINGS HIGH SCHOOL | \$1,120,000 | AUSTIN, TX | J.C. EVANS CONSTRUCTION |
| ST. EDWARDS UNIVERSITY | \$1,105,000 | AUSTIN, TX | VRW |
| AUSTIN COMMUNITY COLLEGE | \$2,360,000 | ELGIN, TX | SKANSKA |
| UT CHILLING PLANT #3 | \$840,000 | AUSTIN, TX | JM BOYER |
| ST. EDWARDS CENTRAL UTILITY PLANT | \$55,273 | AUSTIN, TX | BRANDT ENGINEERING |



ELK ELECTRIC, INC.

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ELECTRICAL | FIRE ALARM | SECURITY | HVAC

TAB 5 - ELK Personnel and Project Management Structure:

Office Administration

Mike Kanetzky 28 years w/ELK, ME, MBA
Terry Brogan 6 months w/ELK
Sandra Albracht 6 years w/ELK

Construction Project Management

Brian Nitti 10 years w/ELK, ME
OSHA 30
Carlos Ortega 20 years w/ELK, JW
OSHA 30

Service Project Management

Lloyd Bluhm 20 years w/ELK, ME
OSHA 30
Andy Atteberry 10 years w/ELK, JW
Level 2 Thermographer
OSHA 30

Construction Estimating

Case Kanetzky 4 years w/ELK, BA
OSHA 30
Neal Patschke 6 years w/ELK, JW
OSHA 30

Service Administration

Jana Barnes 3 years w/ELK
OSHA 10
Georgeanna Stader 1 year w/ELK
OSHA 10

Construction Field Supervision

10 Field Supers
30-50 electricians on average
All OHSA and licensed by TDLR

Service Field Supervision

10 Field Service Techs
Additional help pulled from construction or
Staffing companies as needed
OSHA 10 and Licensed by TDLR

Low Voltage Group

John Bisson – Project Manager, 6 years w/ELK
Larry Harmon – Field Supervision, 4 years w/ELK

Tool-Equipment Manager

Terry Buenrostro 1 year w/ELK

Initial Single Point of Contact: Mike Kanetzky – Sr Project Manager
Lloyd Bluhm – Project Manager
Andy Atteberry – Project Manager
Georgeanna Stader – Service / Billing Admin Support
Matt Bennett – Field Supervision

Mike, Lloyd, Andy, and Matt, all have over 20 plus years in the electrical construction industry managing multimillion-dollar projects and experience working in service/small construction as well. We background and Driving Record check all employees. Safety Culture is important to ELK and we do weekly safety talks and job specific safety training as required for a project.



ELK ELECTRIC, INC.

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ELECTRICAL | FIRE ALARM | SECURITY | HVAC

ELK's service group currently dispatches about 800 small construction and service jobs per year. We have key clients such as BAE, Cirrus Logic, University of Texas, City of Austin, and others. We are confident that we can provide the service level that Round Rock ISD is expecting.

Regarding the use of subcontractors, we will utilize only as required for a specific project. We have strong relationships, contracts, and insurance requirements to properly vet our subcontractors.

ELK has been in business in Austin Texas since 1961, 58 years.

Company Licenses:

Electrical Contractor – TECL2978
UL508 Panel Shop
Fire Alarm Company – ACR-2403
Security Company – B19565

ADDITIONAL SKILLS AND RESOURCES WE HAVE AVAILABLE:

Solutions – various services and solutions ELK can provide:

1. Electrical Trouble Shooting and Maintenance
2. Preventive Maintenance Plans
3. Infra Red Scan Studies
4. Lighting LED Retrofits
5. Bucket Truck / Pole Lighting Maintenance
6. Electrical Design and Permitting Support
7. Facility Surveys and Documentation / Asbuilts
8. Low Voltage Design and Installation
 - a. Voice-Data
 - b. Fire Alarm
 - c. Security
9. Custom Panel Building / Control Panels
10. Construction Estimating/Project Management and Execution
11. Rapid Response – Emergency Service



ELK ELECTRIC, INC.

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ELECTRICAL | FIRE ALARM | SECURITY | HVAC

TAB – 6 Technical Program and Proposed Solutions

A. The City will, on an as need basis, request electrical repairs and related services. Projects under \$5,000.00 will be assigned on a rotational basis, projects over \$5,000.00 will require a quote, meeting the project scope of work requirements. ELK has estimators on staff that these RFQ's will be assigned to, to quantify the materials and labor for each project. These will be reviewed internally and submitted to the city. The quote we provide will detail the constraints, lead times, and other factors, that could impact the execution of the project for the City.

I. ELK has had zero OSHA citations or exceptions in our 58 years of operation.
ELK has never incurred a fatality on our projects.

II. Safety Record:

| | |
|--------------------|------|
| Incident Rate 2018 | 3.07 |
| Incident Rate 2017 | 4.61 |

| | | |
|--------------------------------|------|-----|
| Experience Modifier Rate (EMR) | 2019 | .77 |
| EMR | 2018 | .68 |
| EMR | 2017 | .69 |
| EMR | 2016 | .69 |
| EMR | 2015 | .83 |
| EMR | 2014 | .87 |

No of fatalities in 58 years – “0”

Dart – calendar days away / restricted time 2018 – “0”

III. ELK promotes a Safety Culture – goals for our employees:

- All employees at minimum to have the 10hour OSHA
- All supervisors and project managers to have the 30 hour OSHA.
- Weekly Job Site Safety Talks
- As needed and/or required specific rental equipment training, confined space.
- As needed job specific / task specific training.

Standard PPE provided to Employees by ELK:

- A) Hardhat with ELK LOGO
- B) Safety Vest
- C) Gloves
- D) Safety glasses
- E) Silica vacuum drill motors

IV. No “specialized” labor is anticipated hiring. The ebb of flow of construction projects does sometimes require us to hire; no company has unlimited resources including ELK.



ELK ELECTRIC, INC.

- EST 1961 -

ELECTRICAL | FIRE ALARM | SECURITY | HVAC

However we have our different ELK departments to pull from and several other resources to pull labor from when we need help crewing.

- V. ELK over its 58 year history has performed many fast track – short schedule projects. As recently as fall of 2018 we performed \$1.5M worth of projects for Crown Castle at UT in 4 months. Each project RFQ we will review the required resources and schedule and discuss a detailed plan with the city and schedule commitments.
- VI. The scope of this RFP is what we do every day. Since it is an unknown quantity today on the scope of work needed from month to month for this RFP, we will evaluate and mobilize according to each project requirements.

- B. ELK's designated project team of Mike Kanetzky, Andy Atteberry, Lloyd Bluhm, and Matt Bennett, all have over 20 plus years in the electrical construction industry managing multimillion-dollar projects and experience working in service/small construction as well. We background and Driving Record check all employees. Safety Culture is important to ELK and we do weekly safety talks and job specific safety training as required for a project.

ELK's service group currently dispatches about 800 small construction and service jobs per year. We have key clients such as BAE, Cirrus Logic, University of Texas, City of Austin, and others. We are confident that we can provide the service level that Round Rock ISD is expecting.

Regarding the use of subcontractors, we will utilize only as required for a specific project. We have strong relationships, contracts, and insurance requirements to properly vet our subcontractors. We do not currently see a need for the requirements of this RFP.

ELK has been in business in Austin Texas since 1961, 58 years.

Company Licenses:

Electrical Contractor – TECL2978
UL508 Panel Shop
Fire Alarm Company – ACR-2403
Security Company – B19565



ELK ELECTRIC, INC.

- EST 1961 -

ELECTRICAL | FIRE ALARM | SECURITY | HVAC

ADDITIONAL SKILLS AND RESOURCES WE HAVE AVAILABLE:

Solutions – various services and solutions ELK can provide:

1. Electrical Trouble Shooting and Maintenance
2. Preventive Maintenance Plans
3. Infra Red Scan Studies
4. Lighting LED Retrofits
5. Bucket Truck / Pole Lighting Maintenance
6. Electrical Design and Permitting Support
7. Facility Surveys and Documentation / Asbuilts
8. Low Voltage Design and Installation
 - a. Voice-Data
 - b. Fire Alarm
 - c. Security
9. Custom Panel Building / Control Panels
10. Construction Estimating/Project Management and Execution
11. Rapid Response – Emergency Service

C. Business Continuity – ELK will appoint a designated Single Point of Contact (SPOC) for this contract scope. This person may change with the volume of work or we may have multiple SPOC if we have multiple projects going at the same time. The SPOC will make sure all compliance is adhered to for the terms of this contract. Additionally, this person will be responsible for Quality, Production, and Safety, on all projects.

Initially the SPOC will be:

Mike Kanetzky – Sr PM, 512-577-8523, mkanetzky@elkelectric.com

Lloyd Bluhm – PM, 512-577-8507, lbluhm@elkelectric.com

Andy Atteberry – PM, 512-577-8529, aatteberry@elkelectric.com

ELK has an after hours answering service 24/7/365.

Our standard commitment is you will receive a call back within 30 minutes.

And if necessary we can mobilize staff/tools/equipment, to a job within 2 hours.



ELK ELECTRIC, INC.

- EST. 1961 -

ELECTRICAL || FIRE ALARM || SECURITY || HVAC

| ATTACHMENT A - PRICE SHEET CITY OF AUSTIN ELECTRICAL REPAIRS AND RELATED SERVICES | | | | |
|---|---|-----------------------------|-------------------|----------------|
| SOLICITATION NO.: RFP 8200 PAT3000REBID | | | | |
| SOLICITATION CLOSE DATE: May 7, 2019 | | | | |
| Special Instructions: Offerors must use this Price Sheet to submit pricing. Be advised that altering the Price Sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer. | | | | |
| The quantities noted below are estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as needed and specified by the City for each order. | | | | |
| The City intends to make multiple awards to establish a qualified list of Contractors based on the offeror's ability to meet the scope of work requirements, qualifications, experience and cost. | | | | |
| CATEGORY 1 - HOURLY LABOR RATE | | | | |
| The rates listed below shall include all charges for labor, administrative, overhead, per diem, and transportation costs including travel time, mileage and fuel costs. These expenses shall be included in the rates provided and shall not be paid separately. | | | | |
| A bid of "0" (zero) will be interpreted by the City as a no-charge item and the City will not expect to pay for that item. A bid of "no bid" will be interpreted by the City that the proposer does not wish to bid on that item. | | | | |
| Job Classifications that are subject to Prevailing Wage shall, at a minimum, be priced at the Total Minimum Wage Rate Required for that Classification. Rate which do not meet the Total Minimum Wage Rate for that Classification shall result in a Non-Responsive offer. | | | | |
| ITEM NO. | ITEM DESCRIPTION | ESTIMATED ANNUAL HOURS | HOURLY LABOR RATE | EXTENDED PRICE |
| 1.1 | Foreman/Supervisor: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 400 | \$64.25 | \$25,700.00 |
| 1.2 | Foreman/Supervisor: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 200 | \$81.85 | \$16,370.00 |
| 1.3 | Journeyman Electrician: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 900 | \$58.25 | \$52,425.00 |
| 1.4 | Journeyman Electrician: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 500 | \$77.50 | \$38,750.00 |
| 1.5 | Apprentice I Electrician: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 750 | \$28.00 | \$21,000.00 |
| 1.6 | Apprentice I Electrician: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 300 | \$38.25 | \$11,475.00 |
| 1.5 | Apprentice II Electrician: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 750 | \$32.50 | \$24,375.00 |
| 1.6 | Apprentice II Electrician: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 300 | \$45.00 | \$13,500.00 |
| 1.5 | Apprentice III Electrician: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 750 | \$34.25 | \$25,687.50 |
| 1.6 | Apprentice III Electrician: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 300 | \$47.25 | \$14,175.00 |
| 1.7 | Helper: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 400 | \$20.00 | \$8,000.00 |
| 1.8 | Helper: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 200 | \$28.00 | \$5,600.00 |
| 1.9 | General Laborer: for services not associated with electrical trades during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 100 | \$20.00 | \$2,000.00 |
| 1.10 | General Laborer: for general not associated with electrical trades during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 50 | \$28.00 | \$1,400.00 |
| SUBTOTAL - CATEGORY 1 = | | | | \$260,457.50 |
| CATEGORY 2 - NON-SPECIFIED ITEMS (Pricing for this Category will not be used to determine award.) | | | | |
| The City estimates an annual spending need of \$100,000 for additional materials and rental needs. Bidder must be able to provide materials to complete the requested service. The percentage markups shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. The invoice prices for these materials shall be based off a markup to costs paid by the bidder as indicated below. The percentage markup given should include all costs to deliver the parts to Austin, TX, including administrative costs, overhead, and shipping costs. These costs shall be factored into the discount or markup rates and shall not be paid separately. | | | | |
| A bid of "0" (zero) or left blank will be interpreted by the City as a zero percent minimum discount or maximum markup to the City. | | | | |
| ITEM NO. | ITEM DESCRIPTION | MARKUP TO COST (PERCENTAGE) | | |
| 2.1 | Markup to cost for Equipment Rental (not to exceed 15%) | 15.00% | | |
| 2.2 | Markup to cost for all related Materials (not to exceed 15%) | 15.00% | | |
| SUBTOTAL - CATEGORY 2 = | | | | \$100,000.00 |
| TOTAL EXTENDED PRICE FOR CATEGORIES 1 TO 2 = | | | | \$360,457.50 |
| Please check the boxes below as confirmation. | | | | |
| <input checked="" type="checkbox"/> | Offer Sheet: Completed and Signed | | | |
| <input checked="" type="checkbox"/> | Section 0605 - Local Business Presence Identification Form: Completed and Signed | | | |
| <input checked="" type="checkbox"/> | Section 0700 - Reference Sheet: Completed | | | |
| <input checked="" type="checkbox"/> | Section 0600 - Completed Proposal Tabs as outlined in Proposal Preparation Instructions, (Tab 1, Tab 3, Tab 4, Tab 5, Tab 6, Tab 8,) Completed | | | |
| <input checked="" type="checkbox"/> | Section 0800 - Non-Discrimination and Non-Retaliation Certification: Completed and Signed | | | |
| <input checked="" type="checkbox"/> | Section 0815: Living Wages Contractor Certification: Completed and Signed | | | |
| <input checked="" type="checkbox"/> | Section 0835 - Nonresident Bidder Provisions: Completed and Signed | | | |
| <input checked="" type="checkbox"/> | Section 0840-Service-Disabled Veteran Business Enterprise Preference: Completed | | | |
| <input checked="" type="checkbox"/> | Section 0900-Subcontracting/Sub-consulting Utilization Form: Completed and Signed | | | |
| <input checked="" type="checkbox"/> | Section 0905-Subcontracting/Sub-consulting Utilization Plan: Completed and Returned, if applicable | | | |
| <input checked="" type="checkbox"/> | I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY PROPOSAL. | | | |
| <input checked="" type="checkbox"/> | I UNDERSTAND THAT SUBMITTING WITH PROPOSAL ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY PROPOSAL. | | | |



TAB 8 – Exceptions to the Proposal: Include this form in your

TDLR has Masters, Journeyman, and Apprentice, classifications. The apprentice license does not distinguish between 1st year and 4th year apprentices. To clarify personnel use for this contract for the billing rates of App1, App2, App3 – please review the below:

- 1) COA Class App 1 – ELK will use its internal classification of CW1, CW2, App1 (all have apprentice licenses)
- 2) COA Class App 2 – ELK will use its internal classifications of CW3, CW4, App1.5
- 3) COA Class App 3 – ELK will use its internal classifications of CW5, CW6, App2
- 4) COA Class Journeyman – Journeyman Licensed Electrician and also CE4, 8000 verifiable hours as an electrician.

The above can be discussed and is negotiable if further clarification is necessary. I am unaware of a city of Austin standard-description of these classifications.

TAB 9 – Proposal Acceptance Period:

ELK proposal is valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date.



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

June 27, 2019

Elk Electric, Inc.
Mike Kanetzky
President
4707 Weidemar Lane
Austin, TX 78745

Subject: Best and Final Offer of RFP 8200 PAT3000REBID, Electrical Repairs and Related Services

Dear Mr. Kanetzky:

Thank you for your response to the Electrical Repairs and Related Services solicitation for the City of Austin. Your firm is invited to submit a Best and Final Offer (BAFO) for consideration in the award determination.

The BAFO pricing document is attached and must be completed on the form provided. Pricing for all line items in Category 1 and Percentage Mark up to Cost in Category 2 must be included.

All information is due back to me by 5:00PM, local time, on Tuesday, July 9, 2019

Thank you for your participation in this competitive solicitation. We appreciate your interest in doing business with the City of Austin.

Sincerely,

Paul Trimble
Procurement Specialist II
City of Austin
Purchasing Office

ATTACHMENT A - PRICE SHEET - BAFO
CITY OF AUSTIN
ELECTRICAL REPAIRS AND RELATED SERVICES

SOLICITATION NO.: RFP 8200 PAT3000REBID

BUYER: Paul Trimble

COMPANY NAME: ELK ELECTRIC, INC

EMAIL ADDRESS: mkanetzky@elkelectric.com

Special Instructions: Offerors must use this Price Sheet to submit pricing. Be advised that altering the Price Sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as needed and specified by the City for each order.

The City intends to make multiple awards to establish a qualified list of Contractors based on the offeror's ability to meet the scope of work requirements, qualifications, experience and cost.

CATEGORY 1 - HOURLY LABOR RATE

The rates listed below shall include all charges for labor, administrative, overhead, per diem, and transportation costs including travel time, mileage and fuel costs. These expenses shall be included in the rates provided and shall not be paid separately.

A bid of "0" (zero) will be interpreted by the City as a no-charge item and the City will not expect to pay for that item. A bid of "no bid" will be interpreted by the City that the proposer does not wish to bid on that item.

Job Classifications that are subject to Prevailing Wage shall, at a minimum, be priced at the Total Minimum Wage Rate Required for that Classification. Rate which do not meet the Total Minimum Wage Rate for that Classification shall result in a Non-Responsive offer.

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED ANNUAL HOURS | HOURLY LABOR RATE | EXTENDED PRICE |
|----------|---|------------------------|-------------------|----------------|
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| 1.10 | General Laborer: for general not associated with electrical trades during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 50 | \$25.00 | \$1,250.00 |

CATEGORY 2 - NON-SPECIFIED ITEMS (Pricing for this Category will not be used to determine award.)

The City estimates an annual spending need of **\$100,000** for additional materials and rental needs. Bidder must be able to provide materials to complete the requested service. The percentage markups shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. The invoice prices for these materials shall be based off a markup to costs paid by the bidder as indicated below. The percentage markup given should include all costs to deliver the parts to Austin, TX, including administrative costs, overhead, and shipping costs. These costs shall be factored into the discount or markup rates and shall not be paid separately.

A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent minimum discount or maximum markup to the City.

| ITEM NO. | ITEM DESCRIPTION | | MARKUP TO COST (PERCENTAGE) | EXTENDED PRICE |
|---|---|----------------------|-----------------------------|----------------------|
| 2.1 | Markup to cost for Materials and Equipment Rental (not to exceed 15%) | \$ 100,000.00 | 15% | \$ 115,000.00 |
| TOTAL FOR PRICE SHEET LINES (for scoring purposes) = | | | | \$ 374,707.50 |

The FSG Qualifications Portfolio 2019

Prepared by
Facility Solutions Group

for City of Austin

by Brett Anderson, LC, IES - FSG Austin Electric

8203-A N Lamar, Austin TX

brett.anderson@fsgj.com | toll free: (800) 220-2444 | local: (512) 837-0022 | fax: (512) 837-5286

TAB 1 – EXECUTIVE SUMMARY

About FSG

"What separates FSG from its competitors?"

FSG opened its doors in 1982 as a wholesale lighting supplier. Over the years, FSG has grown to incorporate multiple areas of expertise. FSG offers our customers the time and money-saving advantages of a single-source provider, designing, fabricating, installing, supporting, and servicing turnkey solutions that lower ownership costs both now and throughout the solution's usable life.

The Business

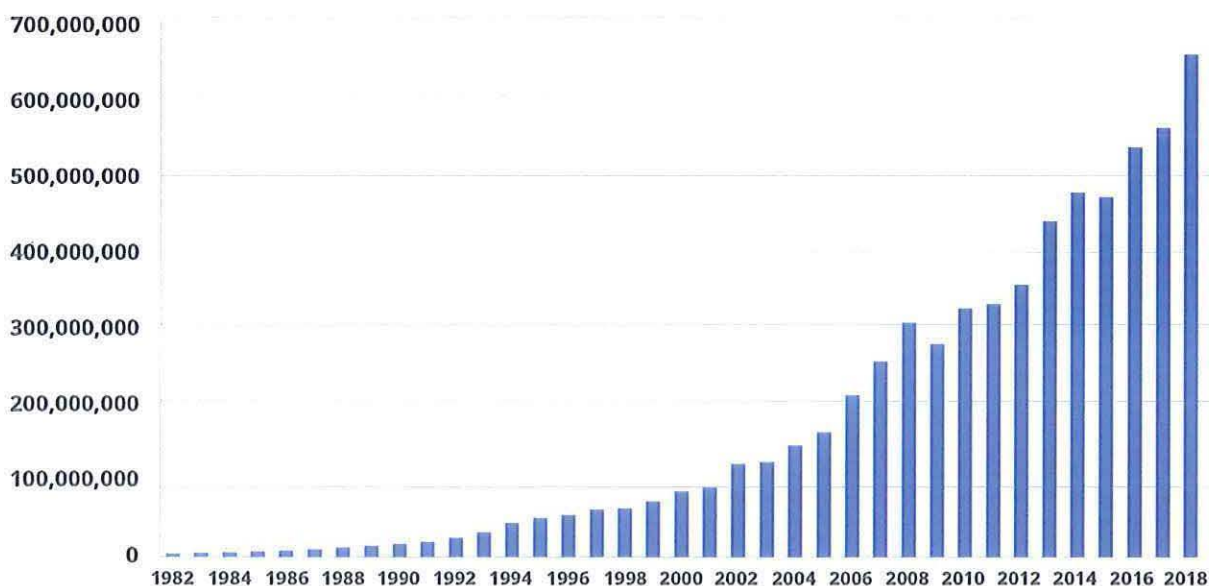
FSG is one of the nation's largest providers of electrical construction and services, lighting and electrical products, energy management solutions, technology services and products, and signage services and products. Established in 1982 and headquartered in Austin, Texas, FSG is supported by twenty three operating locations across the United States. FSG conducts business in all 50 states, Canada and Puerto Rico.

With total revenues of over \$500 million, FSG is ranked in the top 2% of the industry.

More than 2,200 dedicated employees deliver FSG's quality services and solutions around the clock. FSG's specialized sales and estimating force is fortified by engineers, pre-fabrication specialists, project managers, and field staff.

FSG believes the ultimate measurement of quality is the success of its customers. To facilitate customer success, FSG continues to invest in educating, certifying and licensing its entire workforce, as well as continually investing in facilities, tools and equipment.

FSG YEARLY SALES



TAB 2 – CITY OF AUSTIN PURCHASING DOCUMENTS



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

| | |
|---|--|
| SOLICITATION NO: RFP 8200 PAT3000REBID DATE ISSUED: Monday, April 15, 2019 REQUISITION NO.: RQS 19040300435 COMMODITY CODE: 9108250 FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON: <u>Primary Contact:</u> Paul Trimble Procurement Specialist II Phone: (512) 974-1714 E-Mail: paul.trimble@austintexas.gov <u>Secondary Contact:</u> Matthew Duree Procurement Manager Phone: (512) 974-6346 E-Mail: matt.duree@austintexas.gov | COMMODITY/SERVICE DESCRIPTION: Electrical Repairs and Related Services PRE-PROPOSAL CONFERENCE TIME AND DATE: Wednesday, April 24, 2019 at 11:00 A.M. (CDT) PRE-PROPOSAL CONFERENCE LOCATION: MUNICIPAL BUILDING, 124 W. 8 TH STREET, ROOM 308, AUSTIN TX 78701 PROPOSAL DUE PRIOR TO: Tuesday, May 7, 2019 at 2:00 P.M. (CDT) PROPOSAL OPENING DATE AND TIME: Tuesday, May 7, 2019 at 3:00 P.M. (CDT) PROPOSAL DELIVERY LOCATION: MUNICIPAL BUILDING, 124 W 8 th STREET, RM 308, AUSTIN, TEXAS 78701 LIVE SOLICITATION OPENING ONLINE: For RFP's, only the names of respondents will be read aloud For information on how to attend the Solicitation Closing online, please select this link: http://www.austintexas.gov/department/bid-opening-webinars |
|---|--|

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

| Address for US Mail (Only) | Address for FedEx, UPS, Hand Delivery or Courier Service |
|--|--|
| City of Austin | City of Austin, Municipal Building |
| Purchasing Office-Response Enclosed for Solicitation # RFP 8200 PAT3000REBID | Purchasing Office-Response Enclosed for Solicitation # RFP 8200 PAT3000REBID |
| P.O. Box 1088 | 124 W 8 th Street, Rm 308 |
| Austin, Texas 78767-8845 | Austin, Texas 78701 |
| | Reception Phone: (512) 974-2500 |

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

| SECTION NO. | TITLE | PAGES |
|--------------|---|-------|
| 0100 | STANDARD PURCHASE DEFINITIONS | * |
| 0200 V2 | STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018 | * |
| 0300 | STANDARD PURCHASE TERMS AND CONDITIONS | * |
| 0400 | SUPPLEMENTAL PURCHASE PROVISIONS | 10 |
| 0500 | SCOPE OF WORK | 12 |
| 0600 | PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS | 5 |
| 0605 | LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return | 2 |
| 0700 | REFERENCE SHEET – Complete and return if required | 1 |
| 0800 | NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return | 2 |
| 0805 | NON-SUSPENSION OR DEBARMENT CERTIFICATION | * |
| 0810 V2 | NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018 | * |
| 0815 | LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return | 1 |
| 0835 | NONRESIDENT BIDDER PROVISIONS – Complete and return | 1 |
| 0840 | SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete and return | 1 |
| 0900 | SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return | 1 |
| 0905 | SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable | 3 |
| Attachment A | PRICE SHEET | 3 |
| Attachment B | AIRPORT SECURITY REQUIREMENTS | 2 |

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Facility Solutions Group dba FSG Electric

Company Address: 8203 N Lamar Blvd

City, State, Zip: Austin, Texas 78753

Vendor Registration No. AME0202250

Printed Name of Officer or Authorized Representative: Brett Anderson

Title: Senior Account Representative

Signature of Officer or Authorized Representative: 

Date: 05/13/2019

Email Address: brett.anderson@fsgi.com

Phone Number: 512-837-0022 x 18100

* Proposal response must be submitted with this signed Offer sheet to be considered for award

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

| | | |
|--|--|----|
| Name of Local Firm | Facility Solutions Group dba FSG Electric | |
| Physical Address | 8203 N Lamar, Austin, Texas 78753 | |
| Is your headquarters located in the Corporate City Limits? (circle one) | <input checked="checked" type="checkbox"/> Yes | No |
| or | | |
| Has your branch office been located in the Corporate City Limits for the last 5 years? | <input checked="checked" type="checkbox"/> Yes | No |
| | | |
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | <input checked="checked" type="checkbox"/> Yes | No |
| | | |

SUBCONTRACTOR(S):

| | | |
|---|-----|----|
| Name of Local Firm | | |
| Physical Address | | |
| Is your headquarters located in the Corporate City Limits? (circle one) | Yes | No |
| or | | |
| Has your branch office been located in the Corporate City Limits for the last 5 years | Yes | No |
| | | |

| | | |
|--|-----|----|
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | Yes | No |
| | | |

SUBCONTRACTOR(S):

| | | |
|--|-----|----|
| Name of Local Firm | | |
| Physical Address | | |
| Is your headquarters located in the Corporate City Limits? (circle one) | Yes | No |
| or | | |
| Has your branch office been located in the Corporate City Limits for the last 5 years | Yes | No |
| | | |
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | Yes | No |
| | | |

Section 0700: Reference Sheet

Responding Company Name: Facility Solutions Group dba FSG Electric

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

- | | |
|---------------------------|--|
| 1. Company's Name | <u>City of Austin - Austin Convention Center</u> |
| Name and Title of Contact | <u>Bryan Helford, Maintenance Supervisor</u> |
| Project Name | <u>City of Austin Electrical Services Contract 2012-2019</u> |
| Present Address | <u>500 E Cesar Chavez</u> |
| City, State, Zip Code | <u>Austin, Texas 78753</u> |
| Telephone Number | <u>(512) 404-4311</u> Fax Number <u>(512) 404-4422</u> |
| Email Address | <u>bryan.helford@austintexas.gov</u> |

- | | |
|---------------------------|--|
| 2. Company's Name | <u>City of Austin - Aviation Department</u> |
| Name and Title of Contact | <u>Mike Robinson, Facility Maintenance Manager</u> |
| Project Name | <u>City of Austin Electrical Services Contract 2012-2019</u> |
| Present Address | <u>3600 Presidential Boulevard</u> |
| City, State, Zip Code | <u>Austin, Texas 78719</u> |
| Telephone Number | <u>(512) 530-7504</u> Fax Number <u>()</u> |
| Email Address | <u>mike.robinson@austintexas.gov</u> |

- | | |
|---------------------------|---|
| 3. Company's Name | <u>CB Richard Ellis</u> |
| Name and Title of Contact | <u>Stacy Vincent, Chief Engineer</u> |
| Project Name | <u>Electrical Services</u> |
| Present Address | <u>100 Congress, Suite 230</u> |
| City, State, Zip Code | <u>Austin, Texas 78701</u> |
| Telephone Number | <u>(512) 322-3201</u> Fax Number <u>()</u> |
| Email Address | <u>stacy.vincent@cbre.com</u> |

**City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas
Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this thirteenth day of May, 2019

CONTRACTOR

Authorized
Signature

Title

Facility Solutions Group dba
FSG Electric



Senior Account Representative

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$15.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$15.00 per hour:

| Employee Name | Employer | Prime or Sub | Your Normal Rate | Employee Job Title |
|-------------------|----------|--------------|------------------|------------------------|
| Berne San Miguel | FSG | Prime | \$31.00 / hr | Master Electrician |
| Steven Beverly | FSG | Prime | \$28.00 / hr | Journeyman Electrician |
| Peter Galvan | FSG | Prime | \$30.00 / hr | Journeyman Electrician |
| Juan Guerrero | FSG | Prime | \$34.00 / hr | Journeyman Electrician |
| Daniel Byrd | FSG | Prime | \$27.00 / hr | Journeyman Electrician |
| Eduardo Gutierrez | FSG | Prime | \$29.50 / hr | Journeyman Electrician |

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$15.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$15.00 per hour.

Contractor's Name: Facility Solutions Group dba FSG Electric

Signature of Officer
or Authorized
Representative:



Date: 05/13/2019

Printed Name:

Brett Anderson

Title

Senior Account Representative

Section 0835: Non-Resident Bidder Provisions

Company Name Facility Solutions Group dba FSG Electric

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: N/A

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A

Section 0840, Service-Disabled Veteran Business Enterprise Preference

| |
|---|
| Offeror Name |
| Facility Solutions Group dba FSG Electric |

Additional Solicitation Instructions.

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.

- ☐ **HUB/SV.** Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

| Texas State HUB/SV Certification | |
|----------------------------------|--|
| 13-Digit Vendor ID (VID) | |
| HUB/SV Issue Date | |
| HUB/SV Expiration Date | |

- ☐ **HUB/OTHER + Federal SDVOSB.** Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

| Texas State HUB/OTHER Certification | |
|-------------------------------------|--|
| 13-Digit Vendor ID (VID) | |
| HUB Eligibility Category | |
| HUB Issue Date | |
| HUB Expiration Date | |

| Federal SDVOSB Verification | |
|-----------------------------|--|
| 9-Digit DUNS | |
| SDVOSB Issue Date | |
| SDVOSB Expiration Date | |

- Offeror Identity.** The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status.** Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s).** Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/passcmblsearch>. Federal: <https://www.vip.vetbiz.gov/> The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation.** If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 8200 PAT3000REBID
SOLICITATION TITLE: Electrical Repairs and Related Services

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

| Offeror Information | | | |
|--|---|---------------|--|
| Company Name | | | |
| City Vendor ID Code | | | |
| Physical Address | | | |
| City, State Zip | | | |
| Phone Number | | Email Address | |
| Is the Offeror City of Austin M/WBE certified? | <input type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture | | |

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

BRETT ANDERSON
SENIOR ACCT. REP.

Name and Title of Authorized Representative (Print or Type)

[Signature] 5/13/19

Signature/Date

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 8200 PAT3000REBID
SOLICITATION TITLE: Electrical Repairs and Related Services

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST --

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following **CHECK BOXES MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation **CANNOT** be added or changed after submission of the bid.

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 8200 PAT3000REBID

SOLICITATION TITLE: Electrical Repairs and Related Services

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 8200 PAT3000REBID
SOLICITATION TITLE: Electrical Repairs and Related Services

(Offerors may duplicate this page to add additional Subcontractors as needed)

| Subcontractor/Sub-consultant | |
|---|--|
| City of Austin Certified | <input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED |
| Company Name | |
| Vendor ID Code | |
| Contact Person | Phone Number: |
| Additional Contact Info | Fax Number: E-mail: |
| Amount of Subcontract | \$ |
| List commodity codes & description of services | |
| Justification for not utilizing a certified MBE/WBE | |

| Subcontractor/Sub-consultant | |
|---|--|
| City of Austin Certified | <input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED |
| Company Name | |
| Vendor ID Code | |
| Contact Person | Phone Number: |
| Additional Contact Info | Fax Number: E-mail: |
| Amount of Subcontract | \$ |
| List commodity codes & description of services | |
| Justification for not utilizing a certified MBE/WBE | |

| SMBR Contact Information | | | |
|--------------------------|--------------|---|--------------------|
| SMBR Contact Name | Contact Date | Means of Contact | Reason for Contact |
| | | <input type="checkbox"/> Phone OR <input type="checkbox"/> Email | |

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 8200 PAT3000REBID

Addendum No: 1

Date of Addendum: 4/25/19

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

1. Section 0500, Scope of Work, Section 3.6 Service Requirements, Sub-section 3.6.1.2 is hereby changed to read:

3.6.1.2 Minor excavation or digging, **up to (4) feet deep**, may be required for buried repairs or installation of new conduit

Document in Solicitation now reads:

**CITY OF AUSTIN
SCOPE OF WORK
ELECTRICAL REPAIRS AND RELATED SERVICES
REQUEST FOR PROPOSALS
SOLICITATION NO.: RFP 8200 PAT3000REBID
VERSION 1.1 APRIL 25, 2019**

3.6 Service Requirements

The Contractor shall:

- 3.6.1 Perform the following electrical related services on an as-needed basis. Types of services may include but not be limited to:

3.6.1.1 Conduit installation and repair.

3.6.1.2 Minor excavation or digging, up to (4) feet deep, may be required for buried repairs or installation of new conduit.

2. A Pre-Proposal Meeting was held at 11:00 A.M. on Wednesday, April 24, 2019. The Meeting Sign-In Sheet is attached.

II. Questions:

(Q1) Can you give us a Budget number?

(A1) This contract will have an estimated annual spend of \$500,000.

(Q2) Will the firm, fixed price be what the Vender gets paid?

(A2) Yes, the firm fixed price bid for each job should match the invoice price for each job.

(Q3) How many copies of the proposal do I turn in?

(A3) You should turn submit (1) hard copy of the proposal and (1) copy of the proposal on a flash drive.

(Q4) Is the contract for the Austin proper area?

(A4) Contract will be utilized by multiple departments having properties throughout the Austin area.

(Q5) Is it an automatic 10 points off if you are not in the Austin area?

(A5) No. In accordance with the Evaluation Factors, a maximum of 10 points will be awarded based on Local business presence.

(Q6) Do you have a count of how many awards there will be?

(A6) This contract will have multiple awards based on the proposals submitted and evaluated.

(Q7) Is the Pre-Proposal Meeting mandatory?

(A7) No, this Pre-Proposal Meeting is not mandatory, but is designed to ensure the attendees can submit a proposal that meets the Evaluation criteria.

(Q8) Is there a specific SMBR contract?

(A8) No, since this solicitation has not been assigned goals, it does not have an assigned representative within the SMBR Department.

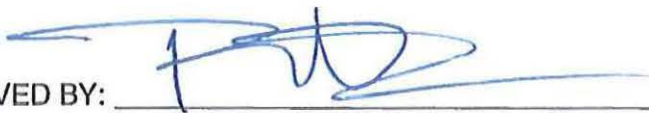
(Q9) Will the award be after the Council meeting in August?

(A9) Yes, the award of this contract will be after the City Council on August 8th


(Q10) On the 7th of May, will you announce all the bids?

(A10) Yes, the proposals will be opened and communicated via Web-Cam from this very location at 3:00pm on May 7th.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: 
Paul Trimble, Procurement Specialist II
Purchasing Office, (512) 974-1714

4/25/19
Date

ACKNOWLEDGED BY:
Brett Anderson
Name 
Authorized Signature

05/13/2019
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 8200 PAT3000REBID

Addendum No: 2

Date of Addendum: 5/7/19

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Extension:** The proposal due date is hereby extended until Tuesday, May 14, 2019 at 2:00 PM.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____

Paul Trimble, Procurement Specialist II
Purchasing Office, (512) 974-1714

Date

ACKNOWLEDGED BY: _____

Brett Anderson

Name

Authorized Signature

05/13/2019

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

TAB 3 – AUTHORIZED NEGOTIATOR

FSG CONTACTS FOR ELECTRICAL SERVICES CONTRACT

SINGLE POINT OF CONTACT (SOC)

Brett Anderson, LC, IES

Senior Account Representative

brett.anderson@fsgi.com

(512) 762-7172

PROJECT MANAGER

Chris Willard

Senior Project Manager

christopher.willard@fsgi.com

(512) 825-1880

SERVICE MANAGER

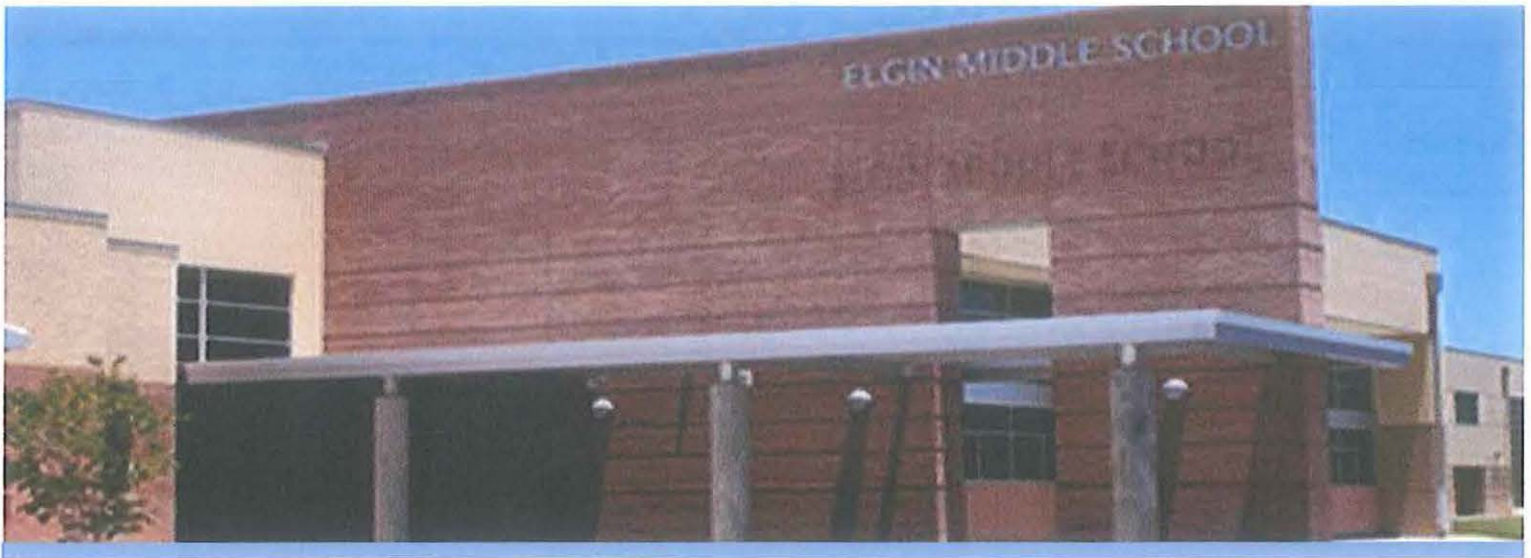
Chip Seck

Service Manager

chip.seck@fsgi.com

(512) 837-0022

TAB 4 – REFERENCES



ELGIN MIDDLE SCHOOL

Elgin, Texas

FSG provided turnkey electrical construction services from design to punch list.

Owner

Elgin ISD

Contract Type

Electrical Construction

Contract Amount

\$2,399,343

Electrical Contractor

FSG

CHALLENGE

Elgin ISD needed to build a new middle school. The project required the highest quality while maintaining tight schedules and budgets. FSG was tasked with providing electrical construction services on the project.

SOLUTION

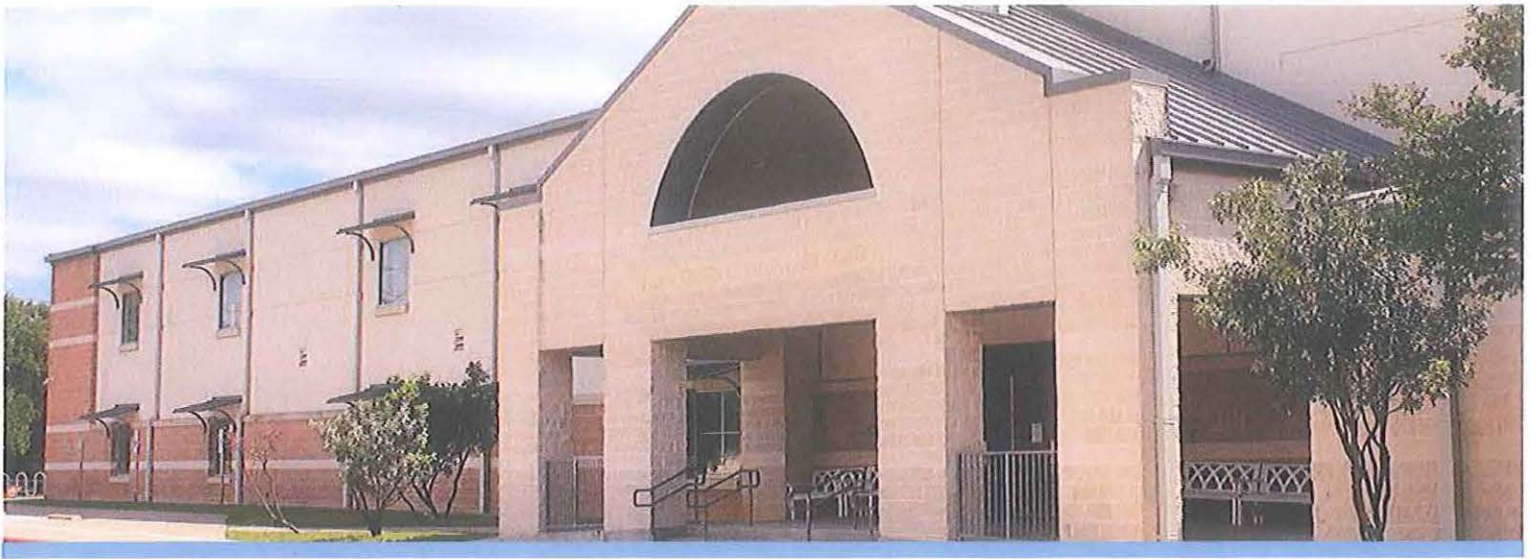
FSG designed, engineered, installed, and finished all of the electrical construction components of this project. Using best in class practices and latest technologies, FSG was able to maintain productivity and cost efficacy throughout the project and deliver a completed project on-time and on-budget for the GC and Elgin ISD.

RESULT

In the end the project was completed as expected and the school opened on time.

For more information about FSG
Visit WWW.FSGI.COM





LAKE TRAVIS
INDEPENDENT SCHOOL DISTRICT

Owner

Lake Travis ISD

Contract Type

Electrical Construction

Contract Amount

\$1,263,485

LAKE TRAVIS ELEMENTARY SCHOOL

Lake Travis, Texas

FSG provided turnkey electrical construction services from design to punch list.

CHALLENGE

When Lake Travis ISD built and expanded their elementary school, they needed contractors and subcontractors that could deliver the 930 student campus on-time and on-budget. FSG was tasked with providing complete electrical construction services for the project.

SOLUTION

FSG provided design, engineering, installation and final electrical finishing services for the project. A long standing history and relationships in the region allowed FSG to procure materials and manpower in a quick and timely manner, providing best in class service to the GC and Travis ISD.

RESULT

In the end, FSG was able to help deliver a well executed and complete project to the school district in time for the first day of classes.

For more information about FSG
Visit WWW.FSGI.COM





Design, construction,
and project
management



CEDAR PARK FIRE DEPARTMENT

Cedar Park, Texas

This 9,000 square foot fire station houses eight crews of four persons each, as well as space for the shift Battalion Chief, two response units, a quint, and a heavy rescue truck. It also includes two apparatus bays, a community room, and a 40kW propane-driven generator with ATS for emergency power.

Owner

Cedar Park

Contract Type

Electrical Construction

Contract Amount

\$230,000

Electrical Contractor

FSG

Facility Solutions Group

4401 Westgate Blvd, Su 310
Austin, TX 78745-1494
(502) 554-6465





HARRIS COUNTY JUSTICE CENTER

Houston, Texas

This ground up project constructed an 18-story building which houses 37 courtrooms and all of the administrative and judicial offices which formerly occupied the Harris County Civil Courts Building.

FSG provided complete electrical construction services on this project from design to final punch list.

Owner

Harris County

Contract Type

Electrical Construction

Contract Amount

\$7,200,000

General Contractor

Vaughn Construction

Electrical Contractor

FSG

Facility Solutions Group

4401 Westgate Blvd, Su 310
Austin, TX 78745-1494
(800) 854-6465





SAN ANTONIO INTERNATIONAL AIRPORT

San Antonio, Texas

FSG was called upon to complete electrical construction services during an extensive remodel of the San Antonio International Airport.

Owner

City of San Antonio

Contract Type

Electrical Construction

Contract Amount

3,000,000

General Contractor

Constructors and Associates

Electrical Contractor

FSG

CHALLENGE

FSG was called upon to complete electrical construction services during an extensive remodel of the San Antonio International Airport. This undertaking would require all of our experience and expertise, as well as the ability to work within and around secure environments.

SOLUTION

This project was to completely remodel Terminal 1 of the San Antonio International Airport. The electrical system for the entire terminal was reinstalled, as well as new lighting systems. A security checkpoint was temporarily relocated, powered, and then installed in its original location when the remodel was complete. A new paging system and multi-user flight information systems were also installed during the remodel.

For more information about FSG
Visit WWW.FSGI.COM



The Expertise of FSG + The Power of BuyBoard

Let FSG's wide range of expertise and the purchasing power of BuyBoard help simplify the lighting and electrical service procurement process for you and your team. With **six approved BuyBoard contracts**, FSG can help bring light to your project. Whether it's LED lighting upgrades to public spaces, or vehicle charging stations to help capitalize on the latest incentives and boost community value for residents, **FSG is ready and capable.**



Put the Expertise of FSG & the Power of BuyBoard to Work for You



Experience You Expect in a Partner

With more than 33 years of experience in the lighting and electrical fields FSG is a **strong bondable partner** for municipalities and government entities across Texas and beyond.



FRISCO ISD EXTERIOR LIGHTS LED PROJECT

When Frisco ISD decided it was time to upgrade the exterior parking lot, perimeter, and tennis court lighting they trusted the project to FSG.



Use the QR code to watch a video profile of this project
www.vimeo.com/158223086



EL PASO LED STREET LIGHTS RETROFIT

The City of El Paso made a strategic decision to upgrade their existing street lights to LED. FSG was contracted to deliver the project with little disruption to the citizens and businesses of El Paso.



Use the QR code to watch a video profile of this project
www.vimeo.com/125055406



COLLEGE CAMPUS EXTERIOR LIGHTING

From exterior walkway lighting, to stairway lighting and everything in-between, this comprehensive lighting upgrade project combined the latest LED technology with the best lighting controls solutions.



Use the QR code to watch a video profile of this project
www.vimeo.com/158224391

No Project is Too Big or Too Small

FSG knows how to help you navigate the waters of project management. From multi-location school district lighting retrofits, to single-location park lighting upgrades, **FSG has the right project managers, the right financing and the right methods to make your project a success.**

| CUSTOMER | PROJECT | VALUE |
|-------------------------|--|--------------|
| City of McAllen | Solar Lighting Installation | \$ 1,000,000 |
| City of El Paso | Streetlight LED Retrofit | \$ 2,000,000 |
| City of Austin | Lady Bird Lake Trail Lighting LED Upgrade | \$ 260,000 |
| Frisco ISD | LED Retrofits for 29 ES/MS Gyms and 5 HS Field Houses | \$ 739,000 |
| Tarrant County College | Exterior LED Retrofit | \$ 2,000,000 |
| Liberty HS (Frisco ISD) | LED Retrofits of outside wallpacks, tennis courts, pole lights | \$ 220,000 |
| Little Elm ISD | LED Retrofits for 2 High School Gyms | \$ 65,000 |
| Lake Worth ISD | LED Retrofit for Gym | \$ 14,000 |



FSG Knows Texas

From Houston to El Paso, Amarillo to Harlingen, FSG is right around the corner and around the state.

Austin
(512) 835-4971

Dallas
(214) 217-0190

El Paso
(505) 884-9019

Houston
(713) 462-6258

San Antonio
(210) 657-5025

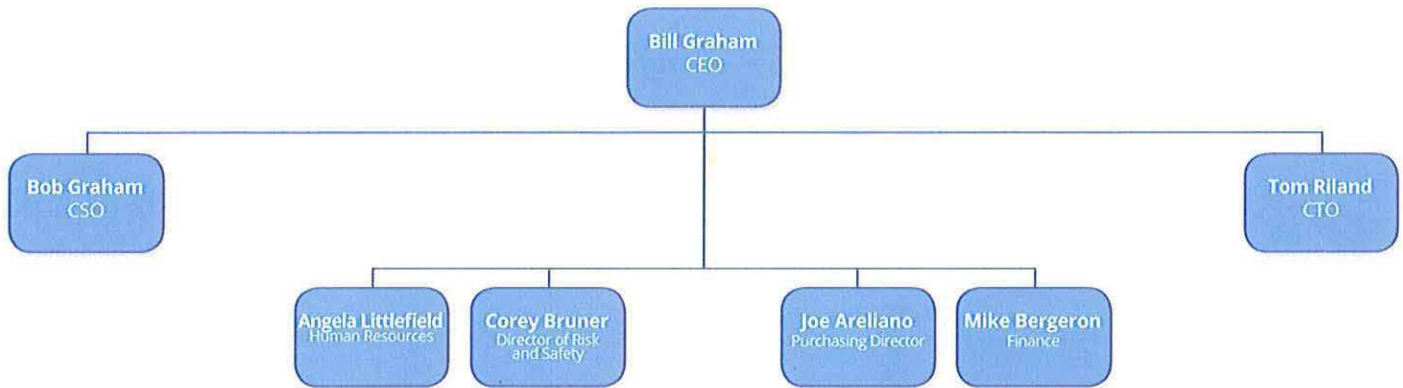
Abilene
(361) 548-0906

Corpus Christi
(367) 882-5685

Harlingen
(361) 882-5685

**TAB 5 – PERSONNEL
AND PROJECT
MANAGEMENT
STRUCTURE**

Organization Chart



FSG Market Leaders

| | |
|---|--|
| David Attardi Baltimore, MD Boston, MA FSG Utility Services | John Pishkur Bensenville, IL |
| Bernie Erickson Regional Vice President - Northeast | Andrew Pezarras Mt. Pleasant, SC Atlanta, GA |
| Michael Baucom Phoenix, AZ | Billy Ramirez Albuquerque, NM |
| Troy Boscia Denver, CO | Joe Reuter Conshohocken, PA |
| Eric Erickson Perth Amboy, NJ | Robert Ronan Brookfield, CT Detroit, MI |
| Steve Frank Kansas City, KS Indianapolis, IN | Gary Roy Houston, TX |
| Alan Giroux San Antonio, TX | Hank Smith Energy - Round Rock, TX |
| David Jacobs Signs - Austin | Sam Smith Austin, TX |
| Jared Johnson Southern California Northern California | Ricky Tripodo New York, NY |
| Mark Mitchell Dallas, TX Ft. Worth, TX | Victor Williams Tampa, FL |
| Leon Mowadia Manhattan, NY | Jason Zipprian Corpus Christi, TX Harlingen, TX |

Albuquerque

7209 Jefferson Street NE
Albuquerque, NM 87109
505-884-9019
505-884-4022 fax

Austin

8203A North Lamar
Austin, TX 78753
512-837-0022
512-837-5286 fax

Baltimore

7036 Golden Ring Road
Baltimore, MD 21237
410-780-5370
410-780-5371 fax

Boston

14 Jewell Drive
Wilmington, MA 01801
781-281-7093
781-305-3950 fax

Brookfield

1084 Federal Road
Brookfield, CT 06804
866-946-6462
203-792-1906 fax

Chicago

1045 Entry Drive
Bensenville, IL 60106
630-875-8300
630-875-8301 fax

Conshohocken

960 Brook Road, Unit 7
Conshohocken, PA 19428
484-368-3897
484-368-3852 fax

Corpus Christi

585 South Padre Island Rd.
Corpus Christi, TX 78405
361-883-6833
361-883-0189 fax

Dallas

2525 Walnut Hill Lane,
Suite 100
Dallas, TX 75229
214-357-5697
214-357-5794 fax

Denver

5050 Osage Street, Suite
200 Denver, CO 80221
303-820-2220
303-501-1174 fax

Fort Worth

2411 Minnis Drive
Haltom City, TX 76117
817-834-3652
817-834-0126 fax

Harlingen

8018 W. Expressway 83
Harlingen, TX 78559
956-797-4191
956-797-4198 fax

Houston

5115 Steadmont
Houston, TX 77040
713-690-6301
713-690-5730 fax

Indianapolis

9715 Kincaid Drive,
Suite 2000
Fishers, IN 46037
317-570-4917
317-570-4947 fax

Kansas City

6435 Vista Drive
Shawnee, KS 66218
913-422-8400
913-422-1739 fax

Livonia, MI

37689 Schoolcraft Road
Livonia MI 48150
866-946-6462

Lynbrook

96 Station Plaza
Lynbrook, NY 11563
516-679-9666
516-679-9669 fax

N. Charleston, SC

5527 B Woodbine Ave
N. Charleston, SC 29406
843-323-4245

National Accounts

2525 Walnut Hill Lane,
Suite 400
Dallas, TX 75229
214-351-6266
214-357-5789 fax

Perth Amboy

224 Washington Street
Perth Amboy, NJ 08661
732-826-6100
732-826-6540 fax

Phoenix

263 S. Mulberry
Mesa, AZ 85202
602-274-3848
602-274-3850 fax

Placentia

801 Richfield Road
Placentia, CA 92870
714-237-9970
714-237-9971 fax

San Antonio

3003 N.E. Loop 410,
Suite 130
San Antonio, TX 78218
210-657-2357
210-657-6760 fax

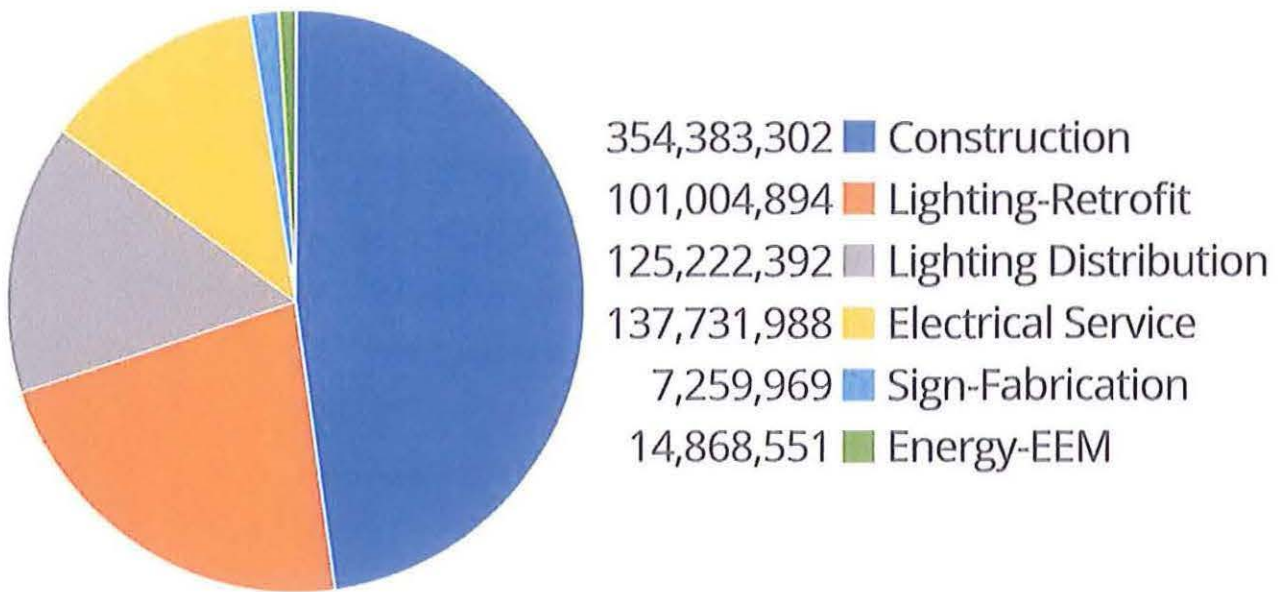
Tampa

4652 Eagle Falls Place
Tampa, FL 33619
813-304-2794

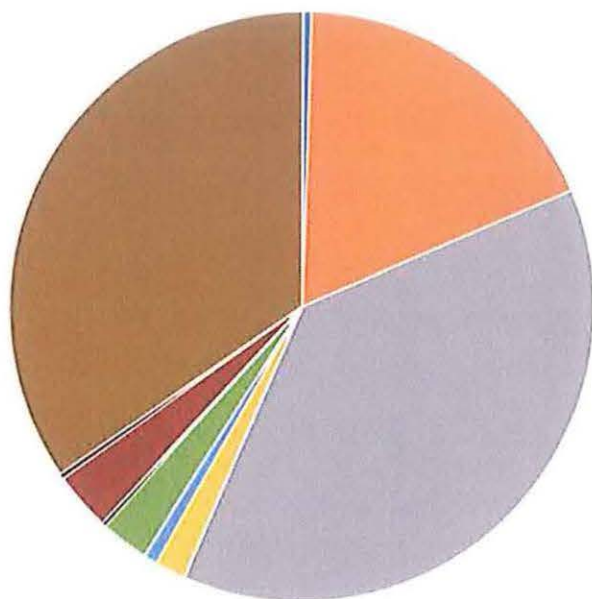
FSG by the Numbers

Revenue

\$657,829,750

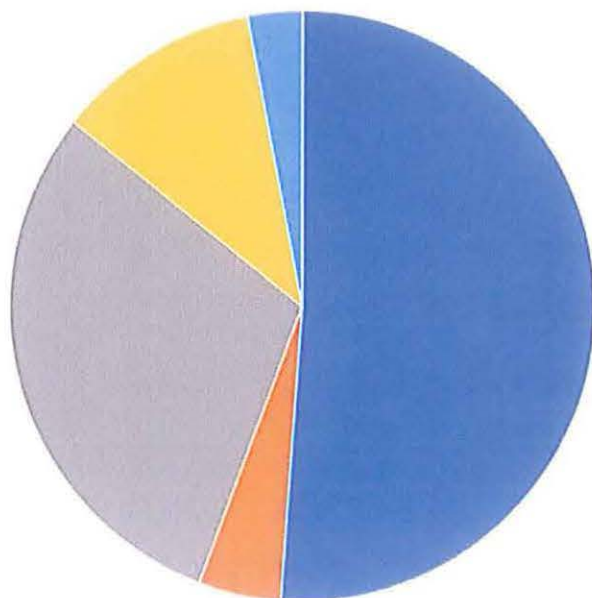


Employees



- 10 ■ Master Electricians
- 397 ■ Journeyman
- 832 ■ Apprentices
- 37 ■ Technicians
- 17 ■ Installers
- 59 ■ Helpers
- 4 ■ Backhoe Operators
- 71 ■ Superintendents
- 6 ■ Sign Journeymen
- 758 ■ Office & Administration

Vehicles



- 340 ■ Pickup Trucks
- 30 ■ SUV
- 200 ■ Vans
- 75 ■ Bucket Trucks
- 20 ■ Crane Trucks

**TAB 6 – TECHNICAL
PROGRAM AND
PROPOSAL SOLUTIONS**

Capabilities

Electrical Construction

FSG has more than 35 years of experience in quality electrical construction, partnering with general contractors, multi-site national accounts, facility managers, and building owners. FSG offers the marketplace skilled professional engineers, estimators, field electricians, and management staff who are committed to quality installations and professional performance. Electrical Construction services include:

- Pre-construction
- Design Assist
- Integrated Solutions
- Plan and Spec
- Design Build

Electrical Service

FSG provides electrical service 24 hours a day, 7 days a week in all 50 states, Canada and Puerto Rico. Skilled electricians are available for a full range of electrical services including:

- On-Call Reactive Repair
- Disaster Recovery
- Proactive Maintenance
- Electrical Installation
- Aerial & Rappelling Services
- Lighting Maintenance

Sustainable Energy Solutions

FSG Energy delivers creative, cost effective solutions that improve lighting systems while reducing facility energy costs. The Energy team works with utilities and end users to maximize rebate opportunities and can even provide financing as part of the energy single source solution.

- EMS System Design
- EMS System Installation
- Solar Power System
- EMS System Integration
- EMS System Monitoring
- Utility Rebate Management

Technology, Audio/Visual, and Security Solutions

FSG offers voice, data, audio-visual, and security system design and installation services. FSG's Technology team members are certified experts in their fields. The Technology group is partnered with industry leading manufacturers, and can provide prompt, reliable, and dependable service nationwide.

- Infrastructure Services
- Technology Consulting
- Command & Control
- Security Products & Services
- A/V Services
- CAD/BIM Design
- Video & Communication
- Access Control Systems

Product Procurement

FSG's supply chain relationships ensure a smooth construction procurement process and the best possible acquisition value. Empowered by FSG's network of Master Distribution Centers, clients benefit from unmatched buying power. Products include:

- Lighting Fixtures & Components
- Lamps & Ballasts
- Electrical Components
- Building Automation Controls
- Advanced Lighting Controls

Additional Capabilities

FSG offers a wide range of strategically chosen products and services designed to help facility and real estate operators get the most out of their construction and maintenance dollar spend.

- Signage design, fabrication, installation, and service
- Utility rebate procurement and administration
- National Account project management, large scale rollouts, and national electrical service agreement support

Safety

The ultimate goal of the FSG safety policy is the health and well-being of employees and members of the public. FSG's comprehensive safety and accident prevention policy and safety training programs have been carefully constructed to eliminate or control the hazards and risks associated with all company operations with the following in mind: minimizing personnel injuries, protecting property, achieving maximum efficiency, reducing unnecessary costs, and complying with all applicable legislation.

Drug Testing Policy

FSG is committed to a drug free work place, and conducts pre-employment, post-accident, random and for cause drug screening.

Safety Team

FSG's full-time safety team is lead by Cory Bruner the Director of Risk Management. Each of our operating markets is overseen by a Regional Safety Manager who oversees our safety coordinators. The Safety Management Team has combined experience of well over 100 years in safety in the electrical trade.

| | 2016 | 2017 | 2018 |
|--------------------------|-------------|-------------|-------------|
| Experience Modifier Rate | 0.57 | 0.61 | 0.63 |
| Lost Time incident Rate | 0.27 | 0.14 | 0.14 |
| Recordable Incident Rate | 1.45 | 0.68 | 0.59 |

The FSG Safety Program

- Written Safety Procedures
- Pre-Employment Drug Screening
- Hot Work Program and Training per NFPA 70E 2009
- Job Hazard Analysis Program
- Mandatory Annual Safety Training
- CPR / First Aid Training
- OSHA 10/30 Hour Training
- New Employee Safety Orientation and Training
- Post Incident Drug Screening
- Lockout / Tagout Procedures
- Vehicle / Driver Program
- Continuous Safety Education Training
- Weekly "Toolbox" Safety Meetings

Finance and Insurance

Corporate Bank Information

Branch Banking and Trust Company
2501 Wooten Blvd. SW
Wilson, NC 27893

Credit Rating

Account# [REDACTED]
1-800-682-9473
Bank Officer: Ed Lick

Identification Numbers

Federal ID# [REDACTED]
Resale Tax Permit# [REDACTED]

Bonding Agent

David B Ward Insurance
9741 Preston Road, Suite 304
Frisco Texas, 75034
1-888-701-2663
Fax: 972-377-7577

Surety Company

Liberty Mutual Group Inc.
175 Berkeley Street
Boston MA 02116
617-357-9500

Remittance Address

PO Box 971492
Dallas Texas, 75397-1492



Paul W. Bower, CPCU
Contract Surety Underwriter
7900 Windrose Avenue
Plano, Texas 75024
469-997-6744 PH
866-546-9684 FX

April 8, 2019

Facility Solutions Group, Inc.
6435 Vista Drive
Shawnee, Kansas 66218

RE: Letter of Bondability

TO WHOM IT MAY CONCERN:

Please let this letter serve as confirmation of bonding for our valued client, Facility Solutions Group, Inc. (FSG). Liberty Mutual Insurance is a multi-line property and casualty insurance company currently rated "A" by A.M. Best. Liberty Mutual Insurance is licensed to do business in all 50 states and has a Treasury Department single project qualification of \$1,122,392,000.

Our decision to issue bonds required in connection with any particular project will be upon a request of FSG and customarily includes an acceptable review of contract and construction documents, bond language, current underwriting conditions & information available to us at the time of such request.

Our experience with FSG, which extends over many years, has been excellent. We find this firm to be very well qualified, capably managed, well-staffed and organized, reputable, and extremely credit worthy. We are more than willing to consider providing bonds on any project that FSG seeks to obtain. In the past, we have supported single projects in excess of \$30,000,000 and an aggregate program over \$300,000,000.

This letter is issued only as a bonding reference by our client and is not an assumption of liability or a bond. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

I trust this to be satisfactory reference, but if additional information is needed, please do not hesitate to call.

Sincerely,

Paul W. Bower, CPCU

Member of Liberty Mutual Group

Bonding and Certification

Contractor Score Certification

CONTRACTOR SCORE



KNOW THE SCORE

Certification

The Contractor Score is an empirical tool derived from the contractor's documented and verified information. It is based on objective calculations without subjectivity or bias. The main goal of Contractor Score is to provide a concise gauge whereby customers may evaluate the short-term liquidity and management capacity of the contractor relative to its own needs. It is not a bond nor guarantee of performance. The emphasis is on liquidity, working capital, leverage and profitability of the most recent fiscal year and fiscal quarter as it relates to the existing backlog. Available funds contributing to the liquidity may be internal or external.

Facility Solutions Group, Inc.

4401 West Gate Blvd
Austin, TX 78745

Has a Contractor Score of

2500*

Effective Date as of Latest Financial Statements Submitted

December 31, 2017

0 – 350 Weak ♦ 350 – 650 Fair ♦ 650 – 1000 Good ♦ Over 1000 Excellent

Contractor Score GENERAL DISCLAIMER

This financial information has been prepared by CONTRACTOR SCORE for the purpose of providing interested parties with general information about the Company. The data included was derived from the books and records of the Company. Although such information is believed to present fairly the history and business of the Company, CONTRACTOR SCORE does not make any representation as to the completeness or accuracy of the contents of these financial metrics. CONTRACTOR SCORE, specifically, is only calculating data provided to CONTRACTOR SCORE by the Company. CONTRACTOR SCORE has, in no manner, attempted to verify the information provided to them.

Parties wishing to pursue business with the Company shall be responsible for the verification of any information upon which they may make any decisions.

The underlying financial information to Contractor Score is treated as confidential. The recipient shall use such information only for the purpose of evaluating conduct of business with the Company and not in any manner or for any purpose adverse to the interests of the Company. Contractor Score is in no way a guarantee of the company's future performance.

Engineering Certificate



TEXAS BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF REGISTRATION

This acknowledges that

Facility Solutions Group (dba) FSG Electric

has fulfilled the requirements of the State of Texas
to offer and perform engineering services in the
State of Texas.

In witness whereof
we have hereunto set our hands and affixed the seal of the Board,
this 8TH day of FEBRUARY 2010.



Registration # F-12204

M. K. Bennett
BOARD CHAIR

Shannon K. McClinton
BOARD SECRETARY

Bonding and Certification

Licenses and Locations

| License | State |
|--------------|----------------|
| 260333 | Arizona |
| ROC260333 | Arizona |
| 930378 | California |
| EC-0003573 | Colorado |
| ME-0019273 | Colorado |
| EC0001073 | Florida |
| EN00910 | Georgia |
| 15-00012520 | Illinois |
| ECC93356 | Illinois |
| E0020182 | Indiana |
| BC-23234 | Kansas |
| 11551 | Maryland |
| 34EB01067100 | New Jersey |
| 24GA28190300 | New Jersey |
| 34EI01067100 | New Jersey |
| 359938 | New Mexico |
| 12725 | New York |
| 14470-U | North Carolina |
| 3269 | Oklahoma |
| 34011 | Pennsylvania |
| M110352 | South Carolina |
| EC-17904 | Texas |
| EC-24643 | Texas |
| SC-18200 | Texas |
| ME-3156 | Texas |
| ME-6240 | Texas |
| MS-21656 | Texas |
| MS-7326 | Texas |
| CEP-1087 | Texas |
| ME-6343 | Texas |
| EC-25589 | Texas |
| SC-18421 | Texas |
| MS-12616 | Texas |
| FACILSG835J4 | Washington |

Credit Application



FSG-Facility Solutions Group- the following information is offered in the interest of obtaining credit with your firm. FSG is a national electrical contractor. We have been incorporated since 1986.

Our Corporate Office address is:

FSG-Facility Solutions Group
4401 Westgate Blvd, Suite 310
Austin, Texas 78745-1494

Phone: 512-440-7985
Fax: 512-440-0399

Our Branch Locations: (Where all Invoices are to be sent)

3003 N.E. Loop 410 #130
San Antonio, TX 78218

8203A North Lamar
Austin, TX 78753

2411 Minnis Drive
Haltom City, TX 76117

2525 Walnut Hill, Ste. 100-400
Dallas, TX 75220

1045 Entry Drive.
Bensenville, IL 60106

5115 Steadmont
Houston, TX 77040

585 South Padre Island Drive
Corpus Christi, TX 78405

9715 Kincaid Dr. #2000
Fishers, IN 46037

6435 Vista Drive
Shawnee, KS 66218

224 Washington Street
Perth Amboy, NJ 08861

801 Richfield Road
Placentia, CA 92870

263 S. Mulberry
Mesa, AZ 85202

5050 Osage Street, #200
Denver, CO 80221

7209 Jefferson Street NE
Albuquerque, NM 87109

10212 Metric Boulevard
Austin, TX 78758

2001 East Mills Avenue
El Paso, TX 79901

980 Brook Road Unit 7
Conshohocken, PA 19428

7036 Golden Ring Road
Baltimore, MD 21237

96 Station Plaza
Lynbrook, NY 11563

101 East Old Settlers Blvd #200
Round Rock, TX 78664

494 8th Avenue-2nd Floor
New York, NY 10001

17 Wheeling Avenue
Woburn, MA 01801

4652 Eagle Falls Place
Tampa, FL 33619

1084 Federal Rd.
Brookfield, CT 06804

Principal: William D. Graham, President

Corporate Bank Account:

Acct# 1440001508974
BB&T
Branch Banking & Trust
611 West 5th St. #300
Austin, Texas 78701

Bank Officer:

Senior Vice President
Edward W. Lick
611 West 5th Street #300
Austin, Texas 78701

Please direct all credit reference

Inquiries to:
Edward W. Lick
512-501-3515 (office)

Trade References:

Graybar
CED
Hill Country Electric
Osram Sylvania
General Electric

Brian Meyers
Richard Kaltmann
Wayne Blasingame
Vijay Anand Sharma sharmavi@osram.com.mx
Domonlque.broomfield@gc.com

817-213-1300 (p)
210-222-9421 (p)
210-568-2025 (p)
978-560-0938 (f)
Domonlque Broomfield

Federal ID Number:

74-2942838

D & B Number:

06-237-6637

I vouch for the accuracy of the above information and authorize you to contact the references provided above for credit information.

Thank you,

William D. Graham
President

FACILITY SOLUTIONSgroup

Credit Application

TAB 7 – PRICING PROPOSAL

**ATTACHMENT A - PRICE SHEET
CITY OF AUSTIN
ELECTRICAL REPAIRS AND RELATED SERVICES**

SOLICITATION NO.: RFP 8200 PAT3000REBID

SOLICITATION CLOSE DATE: May 7, 2019

Special Instructions: Offerors must use this Price Sheet to submit pricing. Be advised that altering the Price Sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as needed and specified by the City for each order.

The City intends to make multiple awards to establish a qualified list of Contractors based on the offeror's ability to meet the scope of work requirements, qualifications, experience and cost.

CATEGORY 1 - HOURLY LABOR RATE

The rates listed below shall include all charges for labor, administrative, overhead, per diem, and transportation costs including travel time, mileage and fuel costs. These expenses shall be included in the rates provided and shall not be paid separately.

A bid of "0" (zero) will be interpreted by the City as a no-charge item and the City will not expect to pay for that item. A bid of "no bid" will be interpreted by the City that the proposer does not wish to bid on that item.

Job Classifications that are subject to Prevailing Wage shall, at a minimum, be priced at the Total Minimum Wage Rate Required for that Classification. Rate which do not meet the Total Minimum Wage Rate for that Classification shall result in a Non-Responsive offer.

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED ANNUAL HOURS | HOURLY LABOR RATE | EXTENDED PRICE |
|--------------------------------|--|------------------------|-------------------|---------------------|
| 1.1 | Foreman/Supervisor: for electrical services during regular business hours, defined as Monday through Friday 7.00 am - 5.00pm | 400 | \$68.00 | \$27,200.00 |
| 1.2 | Foreman/Supervisor: for electrical services during non-regular hours, defined as Monday through Friday, 5.01 pm - 6.59am, Saturday and Sunday and City Holidays | 200 | \$102.00 | \$20,400.00 |
| 1.3 | Journeyman Electrician: for electrical services during regular business hours, defined as Monday through Friday 7.00 am - 5.00pm | 900 | \$68.00 | \$61,200.00 |
| 1.4 | Journeyman Electrician: for electrical services during non-regular hours, defined as Monday through Friday, 5.01 pm - 6.59am, Saturday and Sunday and City Holidays | 500 | \$102.00 | \$51,000.00 |
| 1.5 | Apprentice I Electrician: for electrical services during regular business hours, defined as Monday through Friday 7.00 am - 5.00pm | 750 | \$35.00 | \$26,250.00 |
| 1.6 | Apprentice I Electrician: for electrical services during non-regular hours, defined as Monday through Friday, 5.01 pm - 6.59am, Saturday and Sunday and City Holidays | 300 | \$52.50 | \$15,750.00 |
| 1.5 | Apprentice II Electrician: for electrical services during regular business hours, defined as Monday through Friday 7.00 am - 5.00pm | 750 | \$35.00 | \$26,250.00 |
| 1.6 | Apprentice II Electrician: for electrical services during non-regular hours, defined as Monday through Friday, 5.01 pm - 6.59am, Saturday and Sunday and City Holidays | 300 | \$52.50 | \$15,750.00 |
| 1.5 | Apprentice III Electrician: for electrical services during regular business hours, defined as Monday through Friday 7.00 am - 5.00pm | 750 | \$35.00 | \$26,250.00 |
| 1.6 | Apprentice III Electrician: for electrical services during non-regular hours, defined as Monday through Friday, 5.01 pm - 6.59am, Saturday and Sunday and City Holidays | 300 | \$52.50 | \$15,750.00 |
| 1.7 | Helper: for electrical services during regular business hours, defined as Monday through Friday 7.00 am - 5.00pm | 400 | \$35.00 | \$14,000.00 |
| 1.8 | Helper: for electrical services during non-regular hours, defined as Monday through Friday, 5.01 pm - 6.59am, Saturday and Sunday and City Holidays | 200 | \$52.50 | \$10,500.00 |
| 1.9 | General Laborer: for services not associated with electrical trades during regular business hours, defined as Monday through Friday 7.00 am - 5.00pm | 100 | \$35.00 | \$3,500.00 |
| 1.10 | General Laborer: for general not associated with electrical trades during non-regular hours, defined as Monday through Friday, 5.01 pm - 6.59am, Saturday and Sunday and City Holidays | 50 | \$52.50 | \$2,625.00 |
| SUBTOTAL - CATEGORY 1 = | | | | \$316,425.00 |

CATEGORY 2 - NON-SPECIFIED ITEMS (Pricing for this Category will not be used to determine award)

The City estimates an annual spending need of \$100,000 for additional materials and rental needs. Bidder must be able to provide materials to complete the requested service. The percentage markups shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. The invoice prices for these materials shall be based off a markup to costs paid by the bidder as indicated below. The percentage markup given should include all costs to deliver the parts to Austin, TX, including administrative costs, overhead, and shipping costs. These costs shall be factored into the discount or markup rates and shall not be paid separately.

A bid of "0" (zero) or left blank will be interpreted by the City as a zero percent minimum discount or maximum markup to the City.

| ITEM NO. | ITEM DESCRIPTION | MARKUP TO COST (PERCENTAGE) |
|---|--|-----------------------------|
| 2.1 | Markup to cost for Equipment Rental (not to exceed 15%) | 10.00% |
| 2.2 | Markup to cost for all related Materials (not to exceed 15%) | 15.00% |
| SUBTOTAL - CATEGORY 2 = | | \$100,000.00 |
| TOTAL EXTENDED PRICE FOR CATEGORIES 1 TO 2 = | | \$416,425.00 |

Please check the boxes below as confirmation.

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Offer Sheet: Completed and Signed |
| <input checked="" type="checkbox"/> | Section 0605 - Local Business Presence Identification Form: Completed and Signed |
| <input checked="" type="checkbox"/> | Section 0700 - Reference Sheet: Completed |
| <input checked="" type="checkbox"/> | Section 0800 - Completed Proposal Tabs as outlined in Proposal Preparation Instructions, (Tab 1, Tab 3, Tab 4, Tab 5, Tab 6, Tab 8,) Completed |
| <input checked="" type="checkbox"/> | Section 0803 - Non-Discrimination and Non-Retaliation Certification: Completed and Signed |
| <input checked="" type="checkbox"/> | Section 0815 - Living Wages Contractor Certification: Completed and Signed |
| <input checked="" type="checkbox"/> | Section 0935 - Nonresident Bidder Provisions: Completed and Signed |
| <input checked="" type="checkbox"/> | Section 0340-Service-Disabled Veteran Business Enterprise Preference: Completed |
| <input checked="" type="checkbox"/> | Section 0900-Subcontracting/Sub-consulting Utilization Form: Completed and Signed |
| <input checked="" type="checkbox"/> | Section 0905- Subcontracting/Sub-consulting Utilization Plan: Completed and Returned, if applicable |
| <input checked="" type="checkbox"/> | I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY PROPOSAL. |
| <input checked="" type="checkbox"/> | I UNDERSTAND THAT SUBMITTING WITH PROPOSAL ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY PROPOSAL. |

TAB 8 – EXCEPTIONS TO PROPOSAL

TAB 9 – PROPOSAL ACCEPTANCE



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

June 27, 2019

Facility Solutions Group D/B/A FSG Electric
Brett Anderson
Senior Account Representative
8203 N. Lamar Blvd
Austin, TX 78728

Subject: Best and Final Offer of RFP 8200 PAT3000REBID, Electrical Repairs and Related Services

Dear Mr. Anderson:

Thank you for your response to the Electrical Repairs and Related Services solicitation for the City of Austin. Your firm is invited to submit a Best and Final Offer (BAFO) for consideration in the award determination. In addition, clarification to your proposal is required as requested below. This information is necessary for completion of the evaluation process.

The BAFO pricing document is attached and must be completed on the form provided. Pricing for all line items in Category 1 and Percentage Mark up to Cost in Category 2 must be included.

Clarifications from Facilities Solutions Group include:

- Your proposal mentions the large size of your company but does not specify the number of employees in the Austin area. Please provide the number of Electricians in the Austin region that will be available to perform work under the City contract.
- Your proposal lists several projects that were completed by Facilities Solutions Group. Please provide the completion dates for these projects.
- Provide an overview of Facility Solutions Group's project administration, invoicing and payroll reporting and customer service.
- Provide a general explanation and organization chart which specifies project leadership and reporting responsibilities and how the team will interface with City's Contact Managers.
- Identify all key persons by name and title including the Single Point of Contact who will be assigned to the City of Austin contract. Provide the following:
 - Name and Title of key persons assigned to the contract
 - Number of years with your company
 - Number of accounts the serve
 - Percent of time dedicated to City of Austin contract
 - Number of years of commercial and industrial electrical services experience
 - Provide all resumes, copies of valid certifications and licenses, references and letters of recommendation for all electricians who will be assigned to the Contract

All information is due back to me by 5:00pm, local time, on Tuesday, July 9, 2019.

Thank you for your participation in this competitive solicitation. We appreciate your interest in doing business with the City of Austin.

Sincerely,

Paul Trimble
Procurement Specialist II
City of Austin
Purchasing Office



Proposal Clarifications 2019



The FSG Proposal Clarifications 2019

Prepared by
Facility Solutions Group

for City of Austin

by Brett Anderson, LC, IES - FSG Austin Electric

8203-A N Lamar, Austin TX

brett.anderson@fsgj.com | toll free: (800) 220-2444 | local: (512) 837-0022 | fax: (512) 837-5286

- Your proposal mentions the large size of your company does not specify the number of employees in the Austin area. Please provide the number of Electricians in the Austin region that will be available to perform work under the City contract.

Below is count of the Austin Division Electrical Field staff. In our service Department that would be handling the City contract, we have 17 Journeymen/Masters and 12 Apprentices and 4 Journeyman Bucket truck Operators.

| Job Title | Count |
|--------------------------------|--------------|
| Apprentice Electrician | 88 |
| Cable Technician | 3 |
| Electrical Project Manager | 6 |
| Electrical Project Manager Sr. | 3 |
| Electrical Superintendent | 8 |
| Journeyman Electrician | 39 |
| Master Electrician | 4 |

- Your proposal lists several projects that were completed by Facility Solutions Group. Please provide the completion dates for these projects.

See Attachment “A” for a list of our Service Department projects >50k last two years and our current work in progress.

- Provide an overview of Facility Solutions Group’s project administration, invoicing and payroll reporting and customer service.

Explained in email

- Provide a general explanation and organization chart which specifies project leadership and reporting responsibilities and how the team will interface with City’s Contact Managers.

Attachment “B”

- Identify all key persons by name and title including the Single Point of Contact who will be assigned to the City of Austin contract. Provide the following:

Main Point of Contact – Brett Anderson brett.anderson@fsgi.com

VP of Service – Chip Seck chip.seck@fsgi.com

Project Managers –Chris Willard chris.willard@fsgi.com , Wes Warnken

wes.warnken@fsgi.com , Todd Treadway, todd.treadway@fsgi.com

Dispatcher for service calls & scheduling – Megan Harwell megan.harwell@fsgi.com

- Name and Title of key persons assigned to the contract

See attachment “C” listing our Journeymen that could get assigned to a job once it has been released to FSG with purchase order.

- Number of years with your company – Included in Attachment C
- Number of accounts they serve – N/A

- Percent of time dedicated to the City of Austin contract – We would not be able to answer that until we know if or how much work FSG would be performing. FSG has successfully fulfilled all contracts entered into.
- Number of years of commercial and industrial electrical services experience – Included in Attachment “C”
- Provide all resumes, copies of valid certifications and licenses, references and letters of recommendation for all electricians who will be assigned to the Contract.
Electrical Licenses Included in Attachment “C”

ATTACHMENT "A"

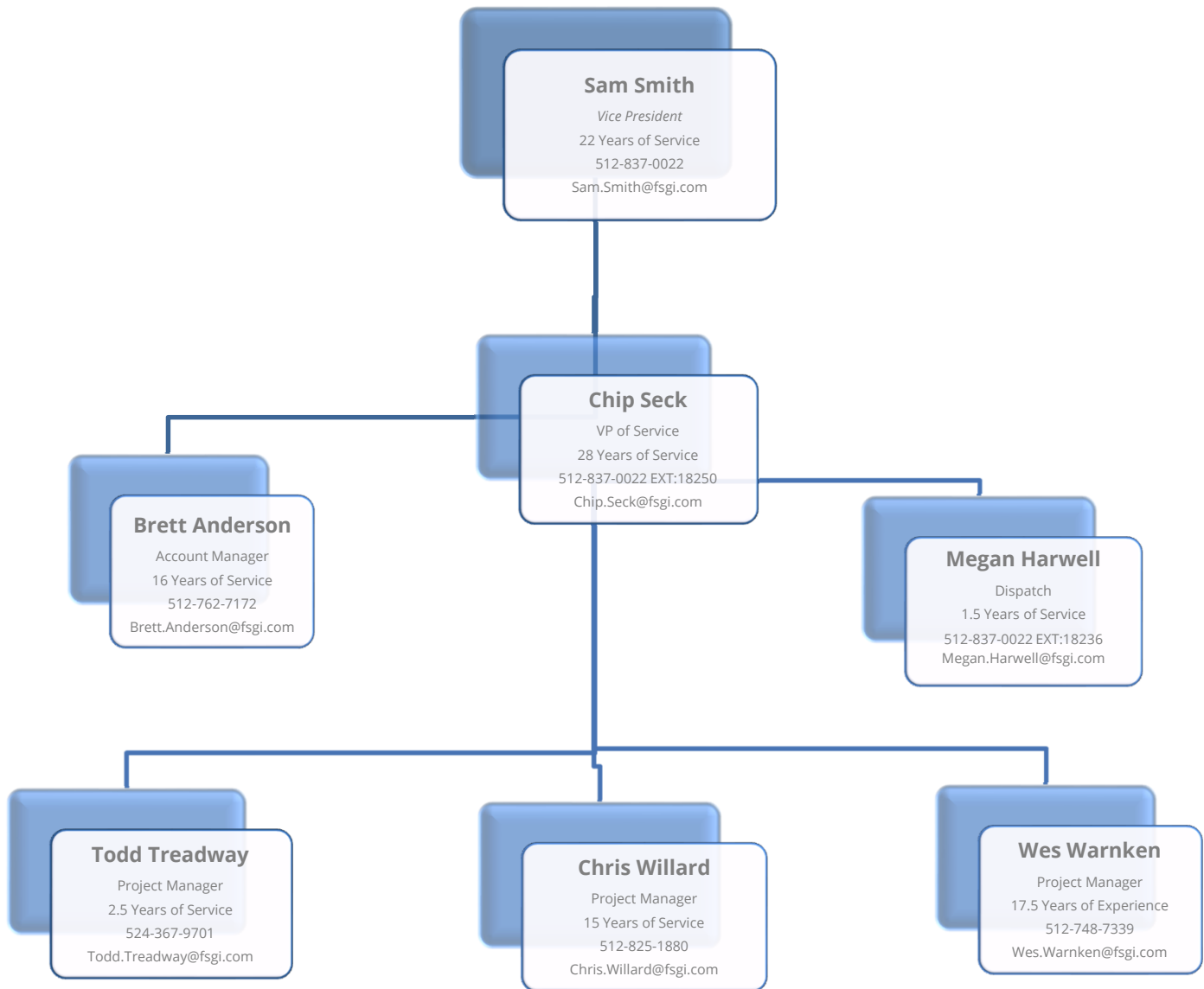
| Job# | Dept# | Type | Job Name | Customer | PM | Foreman | Complete Date | Job Value |
|-------------|--------------|-------------|--------------------------------|--------------------------------|------------------------|----------------------|----------------------|------------------|
| 20J1683 | 20 | SP | Live Oak Trails | Central TX SWA Mutual Housing | WILLARD, CHRISTOPHER W | SAN MIGUEL, BERNIE | 2/28/2018 | 50,429 |
| 20J1661 | 20 | SP | La Frontera Village N.W. | Sansone Group / DDR, LLC. | SECK, CHARLES | ROEMER, RODNEY J | 10/31/2017 | 52,000 |
| 20J1851 | 20 | LR | Expression Church | Expression Church | WILLARD, CHRISTOPHER W | RAMOS, DANNY | 2/28/2019 | 52,537 |
| 20J1516 | 20 | LR | Holiday Inn Midtown | Holiday Inn Austin Midtown | WILLARD, CHRISTOPHER W | RAMOS, DANNY | 6/30/2016 | 52,727 |
| 20J1771 | 20 | LR | Stone Cliff | Kucera Management | WARNKEN, WESLEY E | BEVERLY, STEVEN | 7/31/2018 | 52,767 |
| 20J1625 | 20 | SI | Ft Hood | Sansi North America LLC | WILLARD, CHRISTOPHER W | HANSON, SHAWN M | 6/30/2017 | 53,138 |
| 20J1690 | 20 | LR | Leif Johnson Ford Truck City | Leif Johnson Ford | WILLARD, CHRISTOPHER W | ROEMER, RODNEY J | 2/28/2018 | 54,230 |
| 20J1860 | 20 | SP | Stassney Heights | Endura Advisory Group | WARNKEN, WESLEY E | BEVERLY, STEVEN | 4/30/2019 | 54,585 |
| 20J1820 | 20 | LR | 8015 Shoal Creek LTD | 8015 Shoal Creek LTD | WARNKEN, WESLEY E | ROEMER, RODNEY J | 1/31/2019 | 54,665 |
| 20J1725 | 20 | SP | Verizon Sourcing LLC | Verizon Sourcing LLC | WILLARD, CHRISTOPHER W | RAMOS, DANNY | 11/30/2018 | 55,722 |
| 20J1825 | 20 | LR | Northpoint Center I & II | Kucera Management | WILLARD, CHRISTOPHER W | GUTIERREZ, EDUARDO A | 9/30/2018 | 56,031 |
| 20J1472 | 20 | LR | Ladera Bend | Grubb & Ellis Management Serv. | WARNKEN, WESLEY E | SHARPE, KENT A | 1/31/2016 | 58,058 |
| 20J1818 | 20 | LR | TXDOT | TX Dept Transportation & Hwys | WILLARD, CHRISTOPHER W | SAN MIGUEL, BERNIE | 11/30/2018 | 64,960 |
| 20J1476 | 20 | LR | Main Event | Main Event Entertainment | WILLARD, CHRISTOPHER W | SHARPE, KENT A | 5/31/2016 | 65,115 |
| 20J1627 | 20 | LR | Millennium Garage | National Instruments | WILLARD, CHRISTOPHER W | RAMOS, DANNY | 8/31/2017 | 68,941 |
| 20J1861 | 20 | LR | Transwestern Commercial Servic | Transwestern Commercial Svcs. | WILLARD, CHRISTOPHER W | SCZNSNY, ADAM | 2/28/2019 | 75,195 |
| 20J1426 | 20 | SP | Arcadia East | MX3 Homes | WARNKEN, WESLEY E | GALVAN, PETER R | 11/30/2016 | 75,477 |
| 20J1884 | 20 | LR | Market At Parmer | Barshop & Oles Company Inc. | WILLARD, CHRISTOPHER W | ROEMER, RODNEY J | 4/30/2019 | 78,314 |
| 20J1623 | 20 | LR | RRPO | Simon Group, The | WILLARD, CHRISTOPHER W | RAMOS, DANNY | 10/31/2018 | 79,085 |
| 20J1662 | 20 | SP | St Gabriel's Catholic School | St Gabgriel's Catholic School | WARNKEN, WESLEY E | BEVERLY, STEVEN | 9/29/2017 | 80,322 |
| 20J1580 | 20 | SP | Intel | INTEL CORPORATION | WILLARD, CHRISTOPHER W | GUERRERO, JUAN J | 5/31/2017 | 83,587 |
| 20J1712 | 20 | LR | Whitestone Market | Barshop & Oles Company Inc. | WILLARD, CHRISTOPHER W | SHARPE, KENT A | 1/31/2018 | 84,237 |
| 20J1474 | 20 | LR | Four Seasons Garage Retrofit | Four Seasons Hotel | WILLARD, CHRISTOPHER W | RAMOS, DANNY | 1/31/2016 | 84,511 |
| 20J1710 | 20 | LR | Palisades West, LLC | Palisades West | WILLARD, CHRISTOPHER W | RAMOS, DANNY | 1/31/2018 | 87,060 |
| 20J1821 | 20 | LR | Brodie Oaks Shopping | Barshop & Oles Company Inc. | WILLARD, CHRISTOPHER W | ROEMER, RODNEY J | 1/31/2019 | 88,312 |
| 20J1812 | 20 | LR | Park Center | Transwestern Commercial Svcs. | WILLARD, CHRISTOPHER W | BURDETT, MICHAEL R | 9/30/2018 | 89,019 |
| 20J1668 | 20 | LR | The Sanctuary | American Campus Communities | WARNKEN, WESLEY E | BEVERLY, STEVEN | 10/31/2017 | 91,411 |
| 20J1783 | 20 | LR | MidTown Medical Office | Camco Land, Ltd. | WILLARD, CHRISTOPHER W | SAN MIGUEL, BERNIE | 8/31/2018 | 94,714 |
| 20J1787 | 20 | LR | Lowe's Store #161 | Lowe's Pay and Save | WARNKEN, WESLEY E | RAMOS, DANNY | 1/31/2019 | 96,410 |
| 20J1899 | 20 | LR | Parmer Bus Park (All Bldgs) | Kucera Management | TREADWAY, TODD N | SHARPE, KENT A | 6/30/2019 | 110,788 |
| 20J1695 | 20 | LR | TML Group Benefits | TML Group Benefits | WARNKEN, WESLEY E | RAMOS, DANNY | 8/31/2017 | 118,446 |

| Job# | Dept# | Type | Job Name | Customer | PM | Foreman | Complete Date | Job Value |
|---------|-------|------|--------------------------------|-------------------------------|------------------------|----------------------|---------------|-----------|
| 20J1576 | 20 | SP | ATX Film & Television | Cushman & Wakefield | WILLARD, CHRISTOPHER W | GALVAN, PETER R | 3/31/2017 | 150,176 |
| 20J1676 | 20 | SP | Horseshoe Bay | Horseshoe Bay Resort | WARNKEN, WESLEY E | GUERRERO, JUAN J | 11/30/2017 | 164,676 |
| 20J1927 | 20 | LR | Palisades West, LLC | Palisades West | TREADWAY, TODD N | DEWANE, MICHAEL E | 6/30/2019 | 165,094 |
| 20J1811 | 20 | LR | Palisades West, LLC | Palisades West | WARNKEN, WESLEY E | GUTIERREZ, EDUARDO A | 10/31/2018 | 166,334 |
| 20J1554 | 20 | LR | Research Park | Transwestern Commercial Svcs. | WARNKEN, WESLEY E | BEVERLY, STEVEN | 10/31/2016 | 177,463 |
| 20J1553 | 20 | SP | EANES Field Lighting | Eanes School District | WARNKEN, WESLEY E | GUERRERO, JUAN J | 12/31/2016 | 196,865 |
| 20J1802 | 20 | LR | Football Stadium | Wimberley ISD | WARNKEN, WESLEY E | GUERRERO, JUAN J | 11/30/2018 | 300,000 |
| 20J1716 | 20 | LR | Four Campus Retro-fit ACC | American Campus Communities | WARNKEN, WESLEY E | BEVERLY, STEVEN | 4/30/2018 | 302,968 |
| 20J1477 | 20 | SP | 100 Congress Exterior Lighting | CB Richard Ellis | WARNKEN, WESLEY E | GUERRERO, JUAN J | 5/31/2016 | 359,647 |
| 20J1633 | 20 | SP | Camp Swift | Energy Systems Group, LLC | WARNKEN, WESLEY E | GALVAN, PETER R | 11/30/2017 | 437,589 |
| 20J1689 | 20 | SP | CBRE - Congress BB#75 1005 78 | CB Richard Ellis | SECK, CHARLES | GUERRERO, JUAN J | 2/28/2018 | 536,917 |
| 20J1431 | 20 | SP | Villa's Apt. Service Upgrade | Villa Apartments | WARNKEN, WESLEY E | GALVAN, PETER R | 3/31/2017 | 852,584 |

Attachment "B"

Austin Division – Service Department

Org Chart



ATTACHMENT A - PRICE SHEET - BAFO
CITY OF AUSTIN
ELECTRICAL REPAIRS AND RELATED SERVICES

SOLICITATION NO.: RFP 8200 PAT3000REBID

BUYER: Paul Trimble

COMPANY NAME: FACILITY SOLUTIONS GROUP, INC

EMAIL ADDRESS: BRETT.ANDERSON@FSGI.COM

Special Instructions: Offerors must use this Price Sheet to submit pricing. Be advised that altering the Price Sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as needed and specified by the City for each order.

The City intends to make multiple awards to establish a qualified list of Contractors based on the offeror's ability to meet the scope of work requirements, qualifications, experience and cost.

CATEGORY 1 - HOURLY LABOR RATE

The rates listed below shall include all charges for labor, administrative, overhead, per diem, and transportation costs including travel time, mileage and fuel costs. These expenses shall be included in the rates provided and shall not be paid separately.

A bid of "0" (zero) will be interpreted by the City as a no-charge item and the City will not expect to pay for that item. A bid of "no bid" will be interpreted by the City that the proposer does not wish to bid on that item.

Job Classifications that are subject to Prevailing Wage shall, at a minimum, be priced at the Total Minimum Wage Rate Required for that Classification. Rate which do not meet the Total Minimum Wage Rate for that Classification shall result in a Non-Responsive offer.

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED ANNUAL HOURS | HOURLY LABOR RATE | EXTENDED PRICE |
|----------|---|------------------------|-------------------|----------------|
| 1.1 | Foreman/Supervisor: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 400 | \$68.00 | \$27,200.00 |
| 1.2 | Foreman/Supervisor: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 200 | \$102.00 | \$20,400.00 |
| 1.3 | Journeyman Electrician: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 900 | \$68.00 | \$61,200.00 |
| 1.4 | Journeyman Electrician: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 500 | \$102.00 | \$51,000.00 |
| 1.5 | Apprentice I Electrician: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 750 | \$35.00 | \$26,250.00 |
| 1.6 | Apprentice I Electrician: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 300 | \$52.50 | \$15,750.00 |
| 1.5 | Apprentice II Electrician: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 750 | \$35.00 | \$26,250.00 |
| 1.6 | Apprentice II Electrician: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 300 | \$52.50 | \$15,750.00 |
| 1.5 | Apprentice III Electrician: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 750 | \$35.00 | \$26,250.00 |
| 1.6 | Apprentice III Electrician: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 300 | \$52.50 | \$15,750.00 |
| 1.7 | Helper: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 400 | \$30.00 | \$12,000.00 |
| 1.8 | Helper: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 200 | \$45.00 | \$9,000.00 |
| 1.9 | General Laborer: for services not associated with electrical trades during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 100 | \$30.00 | \$3,000.00 |
| 1.10 | General Laborer: for general not associated with electrical trades during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 50 | \$45.00 | \$2,250.00 |

CATEGORY 2 - NON-SPECIFIED ITEMS (Pricing for this Category will not be used to determine award.)

The City estimates an annual spending need of **\$100,000** for additional materials and rental needs. Bidder must be able to provide materials to complete the requested service. The percentage markups shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. The invoice prices for these materials shall be based off a markup to costs paid by the bidder as indicated below. The percentage markup given should include all costs to deliver the parts to Austin, TX, including administrative costs, overhead, and shipping costs. These costs shall be factored into the discount or markup rates and shall not be paid separately.

A bid of '0' (zero) or left blank will be interpreted by the City as a zero percent minimum discount or maximum markup to the City.

| ITEM NO. | ITEM DESCRIPTION | | MARKUP TO COST (PERCENTAGE) | EXTENDED PRICE |
|---|---|----------------------|-----------------------------|----------------------|
| 2.1 | Markup to cost for Materials and Equipment Rental (not to exceed 15%) | \$ 100,000.00 | 15% | \$ 115,000.00 |
| TOTAL FOR PRICE SHEET LINES (for scoring purposes) = | | | | \$ 427,050.00 |



City of Austin Electrical Services RFP 8200 PAT3000 REBID

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City of Austin Electrical Services
RFP 8200 PAT3000 REBID

TAB 1 – Executive Summary

J.S. Electric, Inc. is pleased to provide a proposal for the Electrical Services RFP for the City of Austin.

J.S. Electric, Inc. has been in business since 1984 and has a reputation for high quality work. Our electricians consistently exceed the expectation of our customers and complete the work in an efficient manner. We also have the expertise to help design installations and provide cost savings to our customers. Over thirty percent of our journeyman electricians hold current State of Texas Master Electrician Licenses. The next page is a recent letter of recommendation received from an engineer for a project where many unforeseen conditions arose when renovating the fish hatchery in San Marcos, Texas.

Our president is Lisa Marie Schmidt, a Hispanic Woman who is very involved in the community. Lisa grew up in the East side of Austin and spent many weekends at the Montopolis Recreation Center. She is proud to say that she was personally involved in the bid process for the rebuild, and J.S. Electric, Inc. will be installing the electric for the project. Weldon "Jamie" Schmidt Jr. is the vice president and he is born and raised in Austin. Lisa and Jamie will both be involved in scheduling electricians to perform the work and invoicing. Lisa will be the administrator completing the payroll reporting and be the customer service contact.

J.S. Electric, Inc. is a City of Austin certified HUB contractor – Woman owned and minority owned.

J.S. Electric, Inc. has a dedicated service department and a construction division. Our service department will install all City of Austin requests unless there are larger project and those will be installed by the construction division. J.S. Electric, Inc. also cross trains all of our construction division employees and all can install smaller projects/service work if the demand requires more personnel.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: J.S. Electric, Inc.


Company Address: 4702 FM 1327

City, State, Zip: Buda, Texas 78610

Vendor Registration No. JSE8303419

Printed Name of Officer or Authorized Representative: Jamie Schmidt

Title: Vice President

Signature of Officer or Authorized Representative: 

Date: 05/06/2019

Email Address: jschmidt@jselectric.com

Phone Number: 512-243-2700

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

| | | |
|--|---------------------------------|-----------|
| Name of Local Firm | J.S. Electric, Inc. | |
| Physical Address | 4702 FM 1327, Buda, Texas 78610 | |
| Is your headquarters located in the Corporate City Limits? (circle one) | Yes | <u>No</u> |
| or | | |
| Has your branch office been located in the Corporate City Limits for the last 5 years? | Yes | <u>No</u> |
| | | |
| Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?) | <u>Yes</u> | No |
| | | |

SUBCONTRACTOR(S):

| | | |
|---|-----|----|
| Name of Local Firm | N/A | |
| Physical Address | | |
| Is your headquarters located in the Corporate City Limits? (circle one) | Yes | No |
| or | | |
| Has your branch office been located in the Corporate City Limits for the last 5 years | Yes | No |
| | | |

Section 0700: Reference SheetResponding Company Name J.S. Electric, Inc.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Texas State University
 Name and Title of Contact Adam Gonzales, Buyer III
 Project Name Texas State University Electrical Services
 Present Address 151-4 East Sessom, Facilities Warehouse Bldg., Room 110-B
 City, State, Zip Code San Marcos, Texas 78666-4616
 Telephone Number (512) 245-7982 Fax Number ()
 Email Address ag32@txstate.edu

2. Company's Name QA Construction
 Name and Title of Contact Hanh Nguyen, President
 Project Name Various JOC Project for Texas State Unviersity, UT, Travis County
 Present Address 3267 Bee Caves Road
 City, State, Zip Code Austin, Texas 78746
 Telephone Number (512) 547-8631 Fax Number ()
 Email Address hanh@qacsi.com

3. Company's Name EEA Consulting Engineers
 Name and Title of Contact Michael Gath, Principal Electrical Engineer
 Project Name AE Wood Fish Hatchery Incubation Room Upgrades
 Present Address 6615 Vaught Ranch Road, Suite 100
 City, State, Zip Code Austin, Texas 78730-2314
 Telephone Number (512) 744-4400 Fax Number ()
 Email Address mikegath@eeace.com

**City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

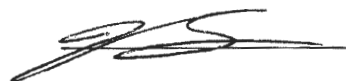
The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 6 day of May, 2019

CONTRACTOR

J.S. Electric, Inc.

Authorized
Signature



Title

Vice President

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference-Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$15.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$15.00 per hour:

| Employee Name | Employer | Prime or Sub | Your Normal Rate | Employee Job Title |
|------------------|---------------------|--------------|------------------|--------------------|
| Albert Gutierrez | J.S. Electric, Inc. | Prime | 33.31 | Electrician |
| Ramen Thompson | J.S. Electric, Inc. | Prime | 33.31 | Electrician |
| Joshua Gilliland | J.S. Electric, Inc. | Prime | 33.31 | Electrician |
| | | | | |
| | | | | |
| | | | | |

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$15.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$15.00 per hour.

Contractor's Name: J.S. Electric, Inc.

Signature of Officer
or Authorized
Representative:

Date: 05/06/2019

Printed Name: Jamie Schmidt

Title: Vice President

Section 0835: Non-Resident Bidder ProvisionsCompany Name J.S. Electric, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Texas Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
 (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0840, Service-Disabled Veteran Business Enterprise Preference

| |
|-------------------------------------|
| Offeror Name J.S. Electric, Inc. |
|-------------------------------------|

Additional Solicitation Instructions.

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified under one of the two following scenarios. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.

- ☐ **HUB/SV.** Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

| Texas State HUB/SV Certification | |
|----------------------------------|--|
| 13-Digit Vendor ID (VID) | |
| HUB/SV Issue Date | |
| HUB/SV Expiration Date | |

- ☒ **HUB/OTHER + Federal SDVOSB.** Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

| Texas State HUB/OTHER Certification | |
|-------------------------------------|----------------|
| 13-Digit Vendor ID (VID) | 1743008346300 |
| HUB Eligibility Category | Woman/Hispanic |
| HUB Issue Date | 09/15/2016 |
| HUB Expiration Date | 09/15/2019 |

| Federal SDVOSB Verification | |
|-----------------------------|--|
| 9-Digit DUNS | |
| SDVOSB Issue Date | |
| SDVOSB Expiration Date | |

- Offeror Identity.** The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status.** Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s).** Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmblsearch>. Federal: <https://www.vip.vetbiz.gov/>. The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation.** If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: RFP 8200 PAT3000REBID

SOLICITATION TITLE: Electrical Repairs and Related Services

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:


- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
 b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

| Offeror Information | | | |
|--|---|----------------|-------------------------|
| Company Name | J.S. Electric, Inc. | | |
| City Vendor ID Code | JSE8303419 | | |
| Physical Address | 4702 FM 1327 | | |
| City, State Zip | Buda, Texas 78610 | | |
| Phone Number | 512-243-2700 | Email Address | jschmidt@jselectric.com |
| Is the Offeror City of Austin M/WBE certified? | <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> MBE/WBE Joint Venture | | |
| <p>Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.</p> <p><u>Jamie Schmidt, Vice President</u>  05/06/2019</p> | | | |
| Name and Title of Authorized Representative (Print or Type) | | Signature/Date | |

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 8200 PAT3000REBID

SOLICITATION TITLE: Electrical Repairs and Related Services

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☒ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

No Subcontractors are anticipated, but we will use HUB subcontractors if one is needed

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST -

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following **CHECK BOXES MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.

- ☒ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☒ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)**PROCUREMENT PROGRAM****Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 8200 PAT3000REBID

SOLICITATION TITLE: Electrical Repairs and Related Services

- ☒ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
- ☒ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
- ☒ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFP 8200 PAT3000REBID

SOLICITATION TITLE: Electrical Repairs and Related Services

(Offerors may duplicate this page to add additional Subcontractors as needed)

| Subcontractor/Sub-consultant | |
|---|--|
| City of Austin Certified | <input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED |
| Company Name | N/A |
| Vendor ID Code | |
| Contact Person | Phone Number: |
| Additional Contact Info | Fax Number: E-mail: |
| Amount of Subcontract | \$ |
| List commodity codes & description of services | |
| Justification for not utilizing a certified MBE/WBE | |

| Subcontractor/Sub-consultant | |
|---|--|
| City of Austin Certified | <input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED / |
| Company Name | |
| Vendor ID Code | |
| Contact Person | Phone Number: |
| Additional Contact Info | Fax Number: E-mail: |
| Amount of Subcontract | \$ |
| List commodity codes & description of services | |
| Justification for not utilizing a certified MBE/WBE | |

| SMBR Contact Information | | | |
|--------------------------|--------------|---|--------------------|
| SMBR Contact Name | Contact Date | Means of Contact | Reason for Contact |
| | | <input type="checkbox"/> Phone OR <input type="checkbox"/> Email | |

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date



*The City of Austin
Small & Minority Business Resources Department affirms that*

J S Electric, Inc.

is certified as a

Disadvantaged Business Enterprise

The City of Austin adheres to the U.S. Department of Transportation (DOT) DBE standards set forth in 49 CFR Part 26 and Part 23. This DBE certification shall be valid at any Texas entity that receives DOT funds and has a DBE program.

NAICS Code: **238210**

Veronica Briseño, Director
Small & Minority Business Resources Department

VENDOR CODE: **JSE8303419**

Certification is contingent upon the City receiving an affidavit of continued eligibility each year. Verification of certification status can be obtained by calling (512) 974-7645.



City of Austin Electrical Services
RFP 8200 PAT3000 PAC1 V1.2

TAB 3 – Authorized Negotiator

Authorized Negotiator:

Jamie Schmidt
Vice President
J.S. Electric, Inc.
4702 FM 1327, Buda, Texas 78610
512-801-4037



City of Austin Electrical Services
RFP 8200 PAT3000 PAC1 V1.2

TAB 4 - References

Texas State University
Adam Gonzales, Buyer III
512-245-7982

Ag32@txstate.edu

Texas State University Electrical Services (just started contract)

We have been working on campus as a subcontractor for JOC work for over 10 years

Contract Period – December 2018 – December 2020

SOW – Provide electrical services as needed

Total Contract Amount \$1,000,000

QA Construction

Han Nguyen, President
512-547-8631

hanh@gacsi.com

Texas State University JOC, University of Texas JOC, Travis County JOC, Various Austin ISD schools

Contract Period – 2016 to Current

SOW – Subcontract for various JOC contracts and Austin ISD lump sum bids. Electrical renovations, new installations, generator installation, battery storage installations.

Total Contract Amount \$1,529,875

EEA Consulting Engineers

Michael Gath, Principal Electrical Engineer
512-744-4400

mikegath@eeace.com

AE Wood Fish Hatchery Incubation Room Upgrades

Contract Period – 2018-2019

SOW – Renovation at the AE Wood Fish Hatchery, replaced electrical switchgear, controls, automatic transfer switches, and lighting.

Total Contract Amount \$443,559



Texas Board of Professional Engineers
Misti Shumate, Purchaser
512-440-3086

Misti.shumate@engineers.texas.gov

Electrical Services

Contract Period – 2003 to Current

Electrical services as needed

Total Contract Amount \$75,937

Stepping Stone Schools

Regena Baker, Purchaser

512-459-0258

Contract Period – 2013 to Current

Electrical as needed

Total Contract Amount \$106,154



April 4, 2018

Mr. Darrell Bellinghausen
JS Electric
4702 FM 1327
Buda, TX 78610

Re: Texas Parks and Wildlife - AE Wood Fish Hatchery Incubation Room Upgrades

Dear Darrell,

I just wanted to take a moment to commend you and your team's work on the AE Wood project recently completed. On the final walkthrough, I found all aspects of the electrical installation to be very professional and above and beyond what is usually found on a project of this type. It was obvious to myself and others that great craftsmanship was exhibited on every aspect of the job. From the new motor control center, to conduit routing, to wire training, everything was done beautifully. This might have been the first final punch I have done in 20 years that had all labels and panel schedules installed.

Also, I visited the site yesterday to review the change order to update the low-pressure controls installed by Vince Thompson. Not only were the controls properly running, but the wiring inside the motor starter was done very well. I could tell he takes pride in the work he does. Plus, he was very pleasant to work with.

Quality work by a superior electrical contractor always makes our jobs as engineers so much easier. I truly appreciate your work on this project and I hope that we get to work again in the future.

Regards,

A handwritten signature in black ink that reads "Michael Gath". The signature is fluid and cursive, with a large, stylized "M" and "G".

Michael Gath, P.E., LEED AP
Principal Electrical Engineer
512-744-4431 work
512-695-6813 mobile
mikegath@EEAce.com

Cc: Jamie Schmidt - Vice President - JS Electric



City of Austin Electrical Services
RFP 8200 PAT3000 PAC1 V1.2

TAB 5 – Personnel and Project Management Structure

Lisa Marie Schmidt

President

Length of Employment: 15 years

Experience: 15 years

Responsibilities: Personnel hiring, Payroll reporting

Current Contracts Servicing: 0

Jamie Schmidt

Vice President

Length of Employment: 18 years

Experience: 18 years

Responsibilities: Negotiation, Scheduling, Invoicing

Current Contracts Servicing: 1

Brian Porterfield

Lead Estimator

Length of Employment: 18 years

Experience: 45 years

Responsibilities: Estimating

Current Contracts Servicing: 1

Albert Gutierrez

Service Electrician

Length of Employment: 6 years

Experience: 48 years

Responsibilities: Electrical Installations

Current Contracts Servicing: 1

Ramon Thompson

Service Electrician

Length of Employment: 2 years

Experience: 39 years

Responsibilities: Electrical Installations

Current Contracts Servicing: 1

**Texas Department of Licensing and Regulation**
Result Listing

| Name and Location | Other Information |
|---|--|
| PORTERFIELD, BRIAN K | Master Electrician License #: 171703 Expiration Date: 07/30/2019 Type: ME Phone: |
| County: HAYS | |
| This licensee is the designated master for: No electrical contractor found | |

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**Texas Department of Licensing and Regulation**
Result Listing

| Name and Location | Other Information |
|---|---|
| GUTIERREZ, ALBERT L | Master Electrician License #: 194906 Expiration Date: 03/16/2020 Type: ME Phone: |
| County: HAYS | |
| This licensee is the designated master for: No electrical contractor found | |

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**Texas Department of Licensing and Regulation**
Result Listing

| Name and Location | Other Information |
|---|---|
| THOMPSON, RAMON VINCE | Master Electrician License #: 386544 Expiration Date: 12/10/2019 Type: ME Phone: |
| County: TRAVIS | |
| This licensee is the designated master for: No electrical contractor found | |

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City of Austin Electrical Services
RFP 8200 PAT3000 PAC1 V1.2

TAB 6 – Technical Program and Proposed Solutions

A. Program

J.S. Electric, Inc. employs over 40 electricians who are all licensed and many holding a master license. J.S. Electric will always have an employee answering phones (no call service). If the requested service is under \$5000, a service electrician will be scheduled per the timeframe needed and the work will be completed in a timely manner. If a quotation is needed, Brian Porterfield will be scheduled and will provide a quote for the scope of work.

- a. No OSHA citations within the last 3 years
- b. OSHA Incident Rate
 - i. 2017 – 0.00
 - ii. 2018 – 1.76
- c. J.S. Electric, Inc. has an extensive safety policy and safety procedures that can be provided for review
- d. Specialized labor is not hired for only the project duration
- e. J.S. Electric, Inc. currently employs over 40 electricians and all have the ability to perform work on this project
- f. J.S. Electric, Inc. has a service department that will be ready to perform work the day a contract is executed

B. Solution

- a. J.S. Electric, Inc. performs all types of electrical work and low voltage installations
 - i. These include lighting retrofits, electrical service and maintenance, new installations, generator installation, UPS, automatic transfer switch, fire alarm, security, data, battery storage, etc.
 - ii. We only hire top of the line electricians who know what they are installing and/or troubleshooting no matter what situation they find themselves in

C. Business Continuity

- a. Single Point of Contact
 - i. Jamie Schmidt – Vice President
 - ii. 512-243-2700 (main phone – always answered by a J.S. Electric employee 24/7/365)
 - iii. 512-801-4037 (cell phone)

**ATTACHMENT A - PRICE SHEET
CITY OF AUSTIN
ELECTRICAL REPAIRS AND RELATED SERVICES**

24 of 26

SOLICITATION NO.: RFP 8200 PAT3000REBID

SOLICITATION CLOSE DATE: May 7, 2019

Special Instructions: Offerors must use this Price Sheet to submit pricing. Be advised that altering the Price Sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as needed and specified by the City for each order.

The City intends to make multiple awards to establish a qualified list of Contractors based on the offeror's ability to meet the scope of work requirements, qualifications, experience and cost.

CATEGORY 1 - HOURLY LABOR RATE

The rates listed below shall include all charges for labor, administrative, overhead, per diem, and transportation costs including travel time, mileage and fuel costs. These expenses shall be included in the rates provided and shall not be paid separately.

A bid of "0" (zero) will be interpreted by the City as a no-charge item and the City will not expect to pay for that item. A bid of "no bid" will be interpreted by the City that the proposer does not wish to bid on that item.

Job Classifications that are subject to Prevailing Wage shall, at a minimum, be priced at the Total Minimum Wage Rate Required for that Classification. Rate which do not meet the Total Minimum Wage Rate for that Classification shall result in a Non-Responsive offer.

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED ANNUAL HOURS | HOURLY LABOR RATE | EXTENDED PRICE |
|--------------------------------|--|------------------------|-------------------|---------------------|
| 1.1 | Foreman/Supervisor: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 400 | \$80.00 | \$32,000.00 |
| 1.2 | Foreman/Supervisor: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 200 | \$120.00 | \$24,000.00 |
| 1.3 | Journeyman Electrician: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 900 | \$75.00 | \$67,500.00 |
| 1.4 | Journeyman Electrician: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 500 | \$112.50 | \$56,250.00 |
| 1.5 | Apprentice I Electrician: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 750 | \$45.00 | \$33,750.00 |
| 1.6 | Apprentice I Electrician: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 300 | \$67.50 | \$20,250.00 |
| 1.5 | Apprentice II Electrician: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 750 | \$55.00 | \$41,250.00 |
| 1.6 | Apprentice II Electrician: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 300 | \$82.50 | \$24,750.00 |
| 1.5 | Apprentice III Electrician: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 750 | \$70.00 | \$52,500.00 |
| 1.6 | Apprentice III Electrician: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 300 | \$105.00 | \$31,500.00 |
| 1.7 | Helper: for electrical services during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 400 | \$50.00 | \$20,000.00 |
| 1.8 | Helper: for electrical services during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 200 | \$60.00 | \$12,000.00 |
| 1.9 | General Laborer: for services not associated with electrical trades during regular business hours, defined as Monday through Friday 7:00 am - 5:00pm | 100 | \$50.00 | \$5,000.00 |
| 1.10 | General Laborer: for general not associated with electrical trades during non-regular hours, defined as Monday through Friday, 5:01 pm - 6:59am, Saturday and Sunday and City Holidays | 50 | \$60.00 | \$3,000.00 |
| SUBTOTAL - CATEGORY 1 = | | | | \$423,750.00 |

CATEGORY 2 - NON-SPECIFIED ITEMS (Pricing for this Category will not be used to determine award.)

The City estimates an annual spending need of \$100,000 for additional materials and rental needs. Bidder must be able to provide materials to complete the requested service. The percentage markups shall be fixed throughout the term of the Contract including any subsequent renewal periods, and are not subject to increase. The invoice prices for these materials shall be based off a markup to costs paid by the bidder as indicated below. The percentage markup given should include all costs to deliver the parts to Austin, TX, including administrative costs, overhead, and shipping costs. These costs shall be factored into the discount or markup rates and shall not be paid separately.

A bid of "0" (zero) or left blank will be interpreted by the City as a zero percent minimum discount or maximum markup to the City.

| ITEM NO. | ITEM DESCRIPTION | MARKUP TO COST (PERCENTAGE) |
|---|--|-----------------------------|
| 2.1 | Markup to cost for Equipment Rental (not to exceed 15%) | 10.00% |
| 2.2 | Markup to cost for all related Materials (not to exceed 15%) | 10.00% |
| SUBTOTAL - CATEGORY 2 = | | \$100,000.00 |
| TOTAL EXTENDED PRICE FOR CATEGORIES 1 TO 2 = | | \$523,750.00 |

Please check the boxes below as confirmation.

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Offer Sheet: <i>Completed and Signed</i> |
| <input checked="" type="checkbox"/> | Section 0605 - Local Business Presence Identification Form: <i>Completed and Signed</i> |
| <input checked="" type="checkbox"/> | Section 0700 - Reference Sheet: <i>Completed</i> |
| <input checked="" type="checkbox"/> | Section 0800 - Completed Proposal Tabs as outlined in Proposal Preparation Instructions, (Tab 1, Tab 3, Tab 4, Tab 5, Tab 6, Tab 8,) <i>Completed</i> |
| <input checked="" type="checkbox"/> | Section 0800 - Non-Discrimination and Non-Retaliation Certification: <i>Completed and Signed</i> |
| <input checked="" type="checkbox"/> | Section 0815 - Living Wages Contractor Certification: <i>Completed and Signed</i> |
| <input checked="" type="checkbox"/> | Section 0835 - Nonresident Bidder Provisions: <i>Completed and Signed</i> |
| <input checked="" type="checkbox"/> | Section 0840-Service-Disabled Veteran Business Enterprise Preference: <i>Completed</i> |
| <input checked="" type="checkbox"/> | Section 0800-Subcontracting/Sub-consulting Utilization Form: <i>Completed and Signed</i> |
| <input checked="" type="checkbox"/> | Section 0805- Subcontracting/Sub-consulting Utilization Plan: <i>Completed and Returned, if applicable</i> |
| <input checked="" type="checkbox"/> | I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY PROPOSAL |
| <input checked="" type="checkbox"/> | I UNDERSTAND THAT SUBMITTING WITH PROPOSAL ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY PROPOSAL |



City of Austin Electrical Services
RFP 8200 PAT3000 PAC1 V1.2

TAB 8 – Exceptions to the Proposal

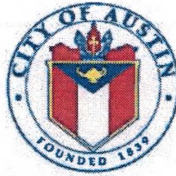
No exceptions



City of Austin Electrical Services
RFP 8200 PAT3000 PAC1 V1.2

TAB 9 – Proposal Acceptance Period

Proposal is valid for 240 days



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 8200 PAT3000REBID

Addendum No: 1

Date of Addendum: 4/25/19

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

1. Section 0500, Scope of Work, Section 3.6 Service Requirements, Sub-section 3.6.1.2 is hereby changed to read:

3.6.1.2 Minor excavation or digging, **up to (4) feet deep**, may be required for buried repairs or installation of new conduit.

Document in Solicitation now reads:

**CITY OF AUSTIN
SCOPE OF WORK
ELECTRICAL REPAIRS AND RELATED SERVICES
REQUEST FOR PROPOSALS
SOLICITATION NO.: RFP 8200 PAT3000REBID
VERSION 1.1 APRIL 25, 2019**

3.6 Service Requirements

The Contractor shall:

- 3.6.1 Perform the following electrical related services on an as-needed basis. Types of services may include but not be limited to:

3.6.1.1 Conduit installation and repair.

3.6.1.2 Minor excavation or digging, up to (4) feet deep, may be required for buried repairs or installation of new conduit.

2. A Pre-Proposal Meeting was held at 11:00 A.M. on Wednesday, April 24, 2019. The Meeting Sign-In Sheet is attached.

II. Questions:

(Q1) Can you give us a Budget number?

(A1) This contract will have an estimated annual spend of \$500,000.

(Q2) Will the firm, fixed price be what the Vender gets paid?

(A2) Yes, the firm fixed price bid for each job should match the invoice price for each job.

(Q3) How many copies of the proposal do I turn in?

(A3) You should turn submit (1) hard copy of the proposal and (1) copy of the proposal on a flash drive.

(Q4) Is the contract for the Austin proper area?

(A4) Contract will be utilized by multiple departments having properties throughout the Austin area.

(Q5) Is it an automatic 10 points off if you are not in the Austin area?

(A5) No. In accordance with the Evaluation Factors, a maximum of 10 points will be awarded based on Local business presence.

(Q6) Do you have a count of how many awards there will be?

(A6) This contract will have multiple awards based on the proposals submitted and evaluated.

(Q7) Is the Pre-Proposal Meeting mandatory?

(A7) No, this Pre-Proposal Meeting is not mandatory, but is designed to ensure the attendees can submit a proposal that meets the Evaluation criteria.

(Q8) Is there a specific SMBR contract?

(A8) No, since this solicitation has not been assigned goals, it does not have an assigned representative within the SMBR Department.

(Q9) Will the award be after the Council meeting in August?


(A9) Yes, the award of this contract will be after the City Council on August 8th

(Q10) On the 7th of May, will you announce all the bids?

(A10) Yes, the proposals will be opened and communicated via Web-Cam from this very location at 3:00pm on May 7th.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Paul Trimble, Procurement Specialist II
Purchasing Office, (512) 974-1714

4/25/19
Date

ACKNOWLEDGED BY:


Name

Jamie Schmidt
Authorized Signature

5-17-19
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 8200 PAT3000REBID

Addendum No: 2

Date of Addendum: 5/7/19

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Extension:** The proposal due date is hereby extended until Tuesday, May 14, 2019 at 2:00 PM.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____

Paul Trimble, Procurement Specialist II
Purchasing Office, (512) 974-1714

Date

ACKNOWLEDGED BY:

Name

Janie Schmidt
Authorized Signature

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



July 8, 2019

Paul Trimble
Procurement Specialist II
City of Austin
Purchasing Office

RE: RFP 8200 PAT3000REBID, Electrical Repairs and Related Services

Clarifications:

1. Overview of Project Administration, Invoicing, and Payroll Reporting
 - a. Requests will come to Jamie Schmidt, Vice President who will then assign the appropriate electrician depending on the project needs and electrician's experience
 - b. Invoicing will be completed by Jamie Schmidt
 - c. Payroll reporting will be completed weekly by Lisa Schmidt, President
 - d. Jamie Schmidt will be your main point of contact for all customer service related issues
2. The City of Austin's needs will be priority 1 for J.S. Electric, Inc. Depending on the workload, the City of Austin will receive a dedicated service technician. For example, J.S. Electric used to hold a service contract with Teacher's Retirement and J.S. Electric provided a dedicated service technician who performed 40 hours a week at TRS.
3. Current/Previous Clients
 - a. Teacher's Retirement System – Electrical Services Contract 2007-2011
 - b. Texas Lottery Commission – Electrical Services Contract 2001-2012
 - c. Employee's Retirement System – Electrical Services Contract 2001-2008
 - d. Texas Board of Professional Engineers – Electrical Services Contract 2003-Current
 - e. Stepping Stone Schools – Electrical Services 2013-Current
 - f. Industrial Asphalt Locations – Electrical Services 2017-Current
 - g. Ellan Investments – Electrical Services 2013-Current
4. Industrial Electrical Experience
 - a. Experience working at ABIA since 2001
 - i. Assisted in installing fire alarm in Terminal 3
 - ii. Relocated Delta Airlines to Terminal 3
 - iii. Installed multiple Travelex kiosks
 - iv. Installed CLEAR locations
 - v. Installed RFID scanners for Delta Airlines
 - vi. Installed electric for multiple finish outs – Asleep at the Wheel, Hoovers, Longhorn Store, Austin Java, Bookpeople, Mari's, Nuevo Leon, Saxon Pub, Ruta Maya, SoCo Market, etc.
 - vii. Installed electric for baggage claim boards
 - viii. Installed electric for Zeus
 - ix. GTSA building
 - b. Working at Industrial Asphalt since 2017
 - c. Working at AISD since 2001 – averaging 14 schools a year for last 3 years

**Texas Department of Licensing and Regulation**

Result Listing

| Name and Location | Other Information |
|---------------------|---|
| GUTIERREZ, ALBERT L | Master Electrician License #: 194906 Expiration Date: 03/16/2019 Type: ME Phone: |
| County: HAYS | |

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Texas Department of Licensing and Regulation

Result Listing

| Name and Location | Other Information |
|---|---|
| THOMPSON, RAMON VINCE County: TRAVIS | Master Electrician License #: 386544 Expiration Date: 12/05/2018 Type: ME Phone: |

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April 4, 2018

Mr. Darrell Bellinghausen
JS Electric
4702 FM 1327
Buda, TX 78610

Re: Texas Parks and Wildlife - AE Wood Fish Hatchery Incubation Room Upgrades

Dear Darrell,

I just wanted to take a moment to commend you and your team's work on the AE Wood project recently completed. On the final walkthrough, I found all aspects of the electrical installation to be very professional and above and beyond what is usually found on a project of this type. It was obvious to myself and others that great craftsmanship was exhibited on every aspect of the job. From the new motor control center, to conduit routing, to wire training, everything was done beautifully. This might have been the first final punch I have done in 20 years that had all labels and panel schedules installed.

Also, I visited the site yesterday to review the change order to update the low-pressure controls installed by Vince Thompson. Not only were the controls properly running, but the wiring inside the motor starter was done very well. I could tell he takes pride in the work he does. Plus, he was very pleasant to work with.

Quality work by a superior electrical contractor always makes our jobs as engineers so much easier. I truly appreciate your work on this project and I hope that we get to work again in the future.

Regards,

A handwritten signature in black ink that reads "Michael Gath".

Michael Gath, P.E., LEED AP
Principal Electrical Engineer
512-744-4431 work
512-695-6813 mobile
mikegath@EEAce.com

Cc: Jamie Schmidt – Vice President – JS Electric

**Texas Department of Licensing and Regulation**

Result Listing

| Name and Location | Other Information |
|--|---|
| SCHMIDT, WELDON JAMES JR County: TRAVIS | Journeyman Electrician License #: 385791 Expiration Date: 11/22/2018 Type: JE Phone: |

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TEXAS DEPARTMENT OF LICENSING AND REGULATION

P.O. Box 12157
Austin, Texas 78711-2157
1-800-803-9202 (512) 463-6599
<http://www.tdlr.texas.gov>



If you cut around the border of the registration certificate
it will fit in a standard 5" x 7" frame.

The certificate at the bottom of this
page should be prominently
displayed at your primary business
location.

Master: WELDON J SCHMIDT, License# 32531

J S ELECTRIC, INC
4702 FM 1327
BUDA TX 78610-9624

Mike Arismendez
Chair

Thomas F. Butler
Vice Chair



Gerald R. Callas, M.D., F.A.S.A.
Helen Callier
Rick Figueroa
Gary F. Wesson, D.D.S., M.S.
Deborah A. Yurco

Electrical Contractor

J S ELECTRIC, INC

License Number: 18814

The business named above is licensed by the Texas Department of Licensing and Regulation

License Expires: AUGUST 23 2019

Brian E. Francis
Executive Director



5. Resumes

| | |
|-----------------------|---------------------------------|
| Name | Lisa Schmidt – President |
| Experience | 15 years |
| Background | Management for 14 years |
| Education | On the Job Training |
| Certifications | N/A |

| | |
|-----------------------|---|
| Name | Jamie Schmidt – Vice President |
| Experience | 18 years |
| Background | Management for 15 years |
| Education | Bachelor Degree in Business Administration |
| Certifications | OSHA 30, Journeyman Electrical License |

| | |
|-----------------------|---|
| Name | Brian Porterfield – Estimator/Project Manager |
| Experience | 38 years, 18 with J.S. Electric |
| Background | Management for 14 years, Project Manager for ABIA projects |
| Education | On the Job Training |
| Certifications | Master Electrical License |

| | |
|-----------------------|---|
| Name | Albert Gutierrez – Service Electrician |
| Experience | 42 years, 6 years with J.S. Electric |
| Background | Service Electrician for over 30 years |
| Education | Electrical Apprenticeship |
| Certifications | OSHA 30, Master Electrical License |

| | |
|-----------------------|---|
| Name | Vince Thompson, Service Electrician |
| Experience | 38 years, 3 years with J.S. Electric |
| Background | Vast experience installing lighting and controls |
| Education | Electrical Apprenticeship |
| Certifications | OSHA 30, Master Electrical License |

| | |
|-----------------------|---|
| Name | Josh Gilliland, Service Electrician |
| Experience | 19 years, 10 years with J.S. Electric |
| Background | Experience in all aspects of electrical installation |
| Education | Electrical Apprenticeship |
| Certifications | OSHA 30, Journeyman Electrical License |

Certifications, Licenses, and References attached

6. Safety Policies, Procedures

- a. Safety Handbook attached
- b. Specific safety training is provided as needed or when new equipment/tools are being used – i.e. working off a scissor lift. In this case equipment specific training will be provided.



7. Estimated Response Time

- a. In an emergency, J.S. Electric can response within an hour and most likely faster. We always have some project within the area of City facilities and can mobilize immediately
- b. All other work will be responded to as to meet the schedule required by The City



INJURY AND ILLNESS PREVENTION PROGRAM

Responsible Safety Officer
Jamie Schmidt

Electrical Contractor

J.S. Electric, Inc.

4702 FM 1327

Buda, TX 78610

Phone: 512-243-2700

Fax: 512-243-2702

Email: jselectric@jselectric.com



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

June 27, 2019

J.S. Electric, Inc.
Jamie Schmidt
Vice President
4702 FM 1327
Buda, TX 78610

Subject: Best and Final Offer of RFP 8200 PAT3000REBID, Electrical Repairs and Related Services

Dear Jamie Schmidt:

Thank you for your response to the Electrical Repairs and Related Services solicitation for the City of Austin. Your firm is invited to submit a Best and Final Offer (BAFO) for consideration in the award determination. In addition, clarification to your proposal is required as requested below. This information is necessary for completion of the evaluation process.

The BAFO pricing document is attached and must be completed on the form provided. Pricing for all line items in Category 1 and Percentage Mark up to Cost in Category 2 must be included.

Clarifications from J.S. Electric, Inc. include:

- Provide an overview of project administration, invoicing and payroll reporting and customer service
- Address how your organization will service the City of Austin's needs relative to the needs of your other clients.
- Provide a detailed list of five (5) current or previous clients (at least two (2) from the public sector/government agency) who have utilized your commercial and industrial electrical services for contacts of similar size and scope to this RFP.
- Provide an overview of your company's Industrial electrical experience.
- Provide all resumes, copies of valid certifications and licenses, references and letters of recommendation for all electricians who will be assigned to the Contract.
- Provide you current Safety Policies and/or Procedures concerning all employees, crews, and equipment proposed for the execution of this contract.
- Provide estimated response time for personnel and equipment to arrive and report to City facilities.

All information is due back to me by 5:00pm, local time, on Tuesday, July 9, 2019

Thank you for your participation in this competitive solicitation. We appreciate your interest in doing business with the City of Austin.

Sincerely,

Paul Trimble
Procurement Specialist II
City of Austin
Purchasing Office

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. JURISDICTION AND VENUE: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. INVALIDITY: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. HOLIDAYS: The following holidays are observed by the City:

| <u>Holiday</u> | <u>Date Observed</u> |
|------------------------------------|---------------------------|
| New Year's Day | January 1 |
| Martin Luther King, Jr.'s Birthday | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |

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| | |
|---------------------------|-----------------------------|
| Thanksgiving Day | Fourth Thursday in November |
| Friday after Thanksgiving | Friday after Thanksgiving |
| Christmas Eve | December 24 |
| Christmas Day | December 25 |

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00P.M., one (1) week prior to the proposal opening date. Submissions may be made via email to paul.trimble@austintexas.gov, or via fax at (512) 974-2388.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days' Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

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- (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended automatically beyond the initial term for up to two (2) additional twelve (12) month periods at the City's sole option unless the Contractor is notified in writing no less than ninety (90) days prior to the contract's expiration. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

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4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Vender shall submit an Invoice that matches the firm fixed price quotation in accordance with the Section 0500: Attachment A. Invoiced amounts shall include all charges for labor, administrative, overhead, per diem, and transportation (i.e. travel time, mileage, and fuel) costs. The City will not pay for Labor and Materials charges that exceed the original firm fixed price quotation, unless otherwise agreed upon in writing by the Department Contract Manager or designee.
- B. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

| | |
|----------------------|--------------------------------------|
| | City of Austin |
| Department | <i>Name of requesting Department</i> |
| Attn: | Accounts Payable |
| Address | PO Box 1088 |
| City, State Zip Code | Austin, TX 78767 |

- C. Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- D. Provide an itemized invoice that contains, at the minimum, the following information:
- i. Address of work performed.
 - ii. City of Austin contract number.
 - iii. City of Austin purchase order number.
 - iv. Contractor's unique invoice number and date.
 - v. Beginning and ending dates of service rendered.

6. **HAZARDOUS MATERIALS:**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

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- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

7. **LIQUIDATED DAMAGES:** Time is of the essence in the performance of the Contract; therefore, the Contractor shall strictly adhere to the Contract delivery schedule. No changes in the delivery schedule shall be effective unless in writing executed by both the City and the Contractor. The parties agree that if, due to no fault of the City, delivery of any material or performance of any service is delayed beyond the time specified in the Contract, the actual damages sustained by the City because of such delay will be uncertain and difficult to determine, and that the reasonable foreseeable damage incurred by the City is hereby stipulated to be \$250.00 per calendar day. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sum of \$250.00 per calendar day for each calendar day of delay.

8. **RECYCLED PRODUCTS:**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.

9. **LIVING WAGES:**

The City's Living Wage Program, Rule R161-17.14, is located at:

<http://www.austintexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

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- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

10. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, [Section 0200 V2, Solicitation Instructions June 26, 2018](#).

11. NON-SOLICITATION:

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100% percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100% percent of the employee's annual compensation while employed by the Contractor.

12. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the City buildings by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City buildings at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.

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- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the City buildings and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.
- F. The Austin Convention Center Department (ACCD) shall have unique access requirements for Contractors and Subcontractors. Authorized ID and access to those acting as a Contractor or Contractor's Subcontractor who are providing services at Austin Convention Center Department (ACCD) must adhere to the security requirements defined below. Violation of the applicable requirements below may result in the Contractor or its Subcontractor to be removed from ACCD facility or property.
 - i. Other than ACCD and in-house contractor employees, and unless other arrangements are made with the Contract Manager, persons conducting business with the ACCD are required to enter through the service entrance at the pedestrian gate on Red River Street and check-in at the Security Check-In inside the service yard or with the Security Control Center. Persons arriving at ACC may also enter through the Administrative Offices entrance on Cesar Chavez Street. Persons conducting business with Palmer Events Center (PEC) are required to enter through the garage service entrance and check-in with the PEC Security Control Office or PEC Administrative Offices. Any other means of access entry into the facilities are unauthorized.
 - ii. Contractors, Contractor's Subcontractors or others who are providing services at ACCD shall be issued Temporary Badge Access, which may be an ACCD Photo or Non-Photo ID Badge.
 - iii. All persons not directly escorted by an ACCD employee must clearly display an access/ID device while on ACCD facility premises.
 - iv. Use of ACCD access/ID devices to access any part of ACCD facilities for non-business purposes (events, shows, etc.) is prohibited.
 - v. Any ACCD employee may check an individual's status or contact Security Control Center whenever observing person(s) in non-public areas of ACCD facilities who are not being directly escorted by an ACCD employee or who are not displaying any required access/ID devices.
 - vi. Restricted areas of the facility with signs stating "Authorized Personnel Only" are off limits to all persons except those authorized.
 - vii. Unless authorized by ACCD Management, exterior access into ACCD facilities using keys is prohibited.
 - viii. Under no circumstances shall any person issued an access/ID device, allow another person entry into any ACCD facility using their access/ID Device. This includes "piggy backing"

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through access doors or gates. Any person with an ACCD ID badge or access device who allows another person to enter using their access privileges should bring the person directly to the Security Control Center to be checked-in.

- ix. Due to security and safety concerns, Contractor and Contractor's Subcontractors conducting business at ACCD, are not allowed to walk through the open service yard vehicle gates to enter or exit the service yards. Entry and exit should be by way of the designated pedestrian gates and walkway using appropriate access/ID devices and check-in procedures.
 - x. Pedestrian traffic through ACCD service yard and exhibit halls is restricted to authorized persons during event/show move-in and move-outs. Children under seventeen (17) are prohibited from ACCD service yards and exhibit halls during move-in and move-outs.
 - xi. During periods where there is no move-in or move-out traffic in the service yards, only persons with legitimate business needs are allowed in the service yards.
 - xii. Temporary badge/access devices issued to Contractors, Subcontractors or temporary workers must be returned to the Security Control Center at the completion of the ACCD work assignment. Non-photo temporary badges must be returned at the end of the employee's work shift/assignment. Failure to return temporary badges/access devices at the completion of work assignments may lead to future ACCD facility access restrictions.
- G. The Aviation Department shall have unique Airport Security requirements for Contractors and Subcontractors working at Austin Bergstrom International Airport (ABIA).
- i. Airport Security: Access to the premises must be strictly controlled. Officers, employees, or agents of the Contractor shall never enter a restricted or operational area of the airport without the express permission of ABIA or any governmental bodies having jurisdiction. Contractor assumes full liability from any such unauthorized incursions.
 - ii. Security Badges: Contractor and employees assigned to work on this contract shall be required to obtain a security badge which must be worn at all times while within security restricted areas of ABIA premises. Security badge access will be limited to the minimum amount of access portals necessary. All contractor employees, subcontractors or agents must comply with all airport and related Federal security restrictions. Violations may result in the Contractor receiving a TSA fine and/or the dismissal of the employee from the ABIA premises. Contractor shall reimburse ABIA for any fines or penalties assessed against ABIA that are attributed to the Contractor's non-compliance.
 - iii. Background Investigation: An application for each security badge can be obtained from the Airport Security and I.D. Section. A minimum ten (10) year background investigation and fingerprinting will be conducted on all applications for security badges. The City of Austin, Department of Aviation shall incur the costs of fingerprint check and administration fee for Contractor personnel that require access to the airport site.
 - iv. Badge Fees: The City of Austin, Department of Aviation shall incur the cost of the airport security badge, for each Contractor employee, subcontractor or agent assigned to work on this contract and requires access to the airport site. Contractor is responsible for replacement costs and any other fees associated with lost security items. Any lost, stolen, or misplaced security badges will be replaced at an additional cost to the Contractor as follows: 1st replacement - \$65.00; 2nd replacement - \$90.00; 3rd replacement - \$115; Upon expiration of this contract, the Contractor shall return all security badges to the Airport Security and I.D. Section. Loss or failure to return a non-expired security access badge or other security item will result in a fee of \$500.00 per badge to be deducted from the contract payment after the contract has expired/closed.

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- v. Each employee, subcontractor or agent who receives an airport security badge will be required to attend and successfully complete an Airport Safety and Security Training and Familiarization class, approximately one (1) hour in length, at no cost to the Contractor.
- vi. The Contractor shall comply with all other security requirements imposed by the City. The City will provide the Contractor with written notice of any revision to the security requirements. Contractor shall ensure that all employees and subcontractors are kept fully informed of all security requirements and shall update employees, subcontractors and agent as those requirements are revised.

13. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

14. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.

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- (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
- (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
- (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

- (1) Utilize final Compilation data instead of Preliminary data
- (2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:**

| | |
|--|--|
| Weight % or \$ of Base Price: 80% | |
| Database Name: Bureau of Labor Statistics-State and Area Employment, Hours, and Earnings | |
| Series ID: SMU48000002023820001 | |
| <input checked="" type="checkbox"/> Not Seasonally Adjusted | <input type="checkbox"/> Seasonally Adjusted |
| Geographical Area: Texas | |
| Area: Statewide | |
| Sector: Construction | |
| Industry: Building Equipment Contractors | |
| Measure Data Type: All Employees, In Thousands | |
| This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Labor | |

| | |
|---|--|
| Weight % or \$ of Base Price: 20% | |
| Database Name: PPI | |
| Series ID: PCU33531-33531 | |
| <input checked="" type="checkbox"/> Not Seasonally Adjusted | <input type="checkbox"/> Seasonally Adjusted |
| B Description of Series ID: PPI Industry Data for Electrical Equipment Mfg. | |
| This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Electrical Supplies | |

E. **Calculation:** Price adjustment will be calculated as follows:

Composite Indexes: Based on one or more weighted indexes reflecting pricing elements of a good or service. The weighted percentage for each index is defined in D iii. above.

| |
|--|
| For Each Index: Index at the time of calculation |
| Divided by each Index on solicitation close date |
| Equals change factor for each index |
| Multiply each Base Price of relevant line items by the percentage of price attributed to each index = weighted price |
| Multiply weighted price by change factor for each index |

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| |
|---|
| Equals the Adjusted Price for the portion of the Base Price subject to each Index |
| Add all adjusted prices for each item together |
| Equals Adjusted Price for each item |

G. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

15. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

16. **WORKING ON OR NEAR ENERGIZED EQUIPMENT – ARC FLASH PROTECTION (reference Section 0300 Paragraph 11. Compliance With Health, Safety, and Environmental Regulations):** Contractor's employees shall wear at all times the proper personal protective equipment and clothing required for the head, face, torso, arms, hands, and lower body that provides a minimum Arc Thermal Protection Value (ATPV) of 12 calories per square centimeter (cal/cm²) when working on or near energized electrical equipment, or greater, if required by the NFPA Standard 70E and/or Article 410 of the NESC for the work being performed.

18. **CONTRACT MANAGER:** The Contract Managers provided at contract execution, will act as the contact point between the City department and the Contractor during the term of the Contract.

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

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1. PURPOSE

The City of Austin (City) seeks to establish a Contract with one or more qualified Contractors licensed by the State of Texas to perform commercial and industrial electrical installation, on-site electrical repairs, troubleshooting, and related electrical services for over 300 City-owned facilities.

The Contract will be utilized by the Austin Convention Center, Austin Aviation, Austin Library, Austin Water, Building Services, and Parks and Recreation Departments. The City reserves the right to add or remove City departments or facilities at the City's discretion. All services shall be rendered at the location specified at the time of order and confirmed with Contractor's receipt of a Departmental Purchase Order (DO). All electrical repairs and related services will be requested on an as needed basis.

This Contract is not intended for construction projects, which is defined as work that requires the preparation of drawings by licensed professionals for engineering, architecture, land surveying, and related practices as defined in Local Government Code 2269. [Statute 2269](#)

Any services that have been omitted from this scope of work that are clearly necessary or in conformance with electrical installation and repair services, shall be considered a requirement although not directly specified or called for in the scope of work and shall be included in the Contractor's firm fixed price quotation.

2. AWARD OF WORK AFTER CONTRACT EXECUTION

The City intends to make multiple awards to establish a qualified list of Contractors based on the offeror's ability to meet the scope of work requirements, qualifications, experience, and cost.

A Request for Quote will be issued to each Contractor awarded a Contract through this solicitation for jobs estimated to be \$5,000 or more. Projects that are estimated to be less than \$5,000 may be assigned to Contractors on a rotational basis. The amount of work assigned to the Contractor is variable. Individual project awards shall be based upon the lowest firm fixed price quotation meeting the project scope of work requirements.

3. CONTRACTOR REQUIREMENTS

3.1 Minimum Contractor Qualifications

The Contractor shall:

- 3.1.1 Have a minimum of five (5) recent years of continuous experience prior to this solicitation providing commercial and industrial electrical installation, repairs, troubleshooting, and related services similar in size and scope to this specification.
 - 3.1.1.1 Submit proof of experience with the proposal or within five (5) business days upon request by the City. Proof of experience may be in the form of resumes, references and/or letters of reference during the previous five-year period and which clearly demonstrate and verifies the Contractor's eligibility. The City reserves the right to verify proof of experience prior to the completion of the award process.
- 3.1.2 Provide personnel who possess valid license(s) issued by the Texas Department of Licensing and Regulation and certifications as required by the City, State of Texas, Federal agency, or any other applicable regulatory agency requirements for these specific services. The Contractor shall include copies of Licenses and Certificates with the proposal. [Texas Department of Licensing and Regulation](#)
- 3.1.3 Provide and maintain a telephone dispatch system that is operational 24 hours per day, seven (7) days per week, and 365 days per year (including holidays). Telephone answering machines do not meet the requirements of this paragraph.

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- 3.1.4 Provide all necessary equipment, tools, vehicles, disposable items, and any other items required to safely perform the services. The Contractor shall be solely responsible for the security of Contractor's equipment and supplies.
- 3.1.5 Comply with all Federal, State, Local, and City regulations as they relate to electrical installation, repairs, and related services.

3.2 Hours of Service

The Contractor shall:

- 3.2.1 Perform all non-expedited service requests during regular business hours, which is defined as Monday through Friday from 6:00 a.m. to 6:00 p.m. The City reserves the right to adjust Contractor's working hours whenever it is deemed in the best interest of the City. Such adjustments will be communicated in writing to the Contractor at least two (2) days before work is to begin.
 - 3.2.1.1 If the Contractor is unable to provide these services during the designated regular business hours, the Contractor shall obtain written approval from the Contract Manager or designee to perform the services during non-regular business hours. Work performed during non-regular business hours which are covered under this provision, shall be billed at the regular business hour labor rate (Attachment A – Price Sheet).
- 3.2.2 Perform services during non-regular business hours, which is defined as 6:01 p.m. through 5:59 a.m. Monday through Friday, all day Saturday and Sunday, and official City Holidays, if requested by the City. If the Contractor wishes to schedule work on Non-Regular business hours, the Contractor shall provide a written request to the Department Contract Manager or designee at least two (2) business days prior to the scheduled work. The Contractor shall not invoice the non-regular labor rate for services unless requested and approved in writing by the Department Contract Manager or designee prior to starting the work.

3.3 Labor and Personnel

The Contractor shall:

- 3.3.1 Provide a Single Point of Contact (SPOC), who is English-speaking, skilled, knowledgeable, and experienced in providing the types of services listed in this Scope of Work. The SPOC shall be available and on-call 24 hours a day, including weekends and holidays and have the authority to dispatch Contractor personnel and shall have full decision-making authority on behalf of the Contractor for all services provided under this Contract.
 - 3.3.1.1 The Contractor shall provide the office number, email address, and cell phone number for the SPOC.
 - 3.3.1.2 The SPOC shall inspect, monitor, and supervise the Contractor's employees to ensure adherence to the work schedule, adherence to safety requirements, and ensure quality of work.
 - 3.3.1.3 The SPOC shall not be removed from the project without prior written notification to the Contract Manager or designee.
 - 3.3.1.4 During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC and shall have the same authority as the SPOC.

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- 3.3.2 Ensure that all Contractor's personnel report to the Security Control Center upon arrival and departure from City premises and sign in or out of the facility, if applicable. The Contractor shall not allow other individuals to sign them in or out on their behalf.
- 3.3.3 Remain in compliance to the City's Workforce and Security Clearance as described in Section 0400, Supplemental Terms and Conditions, while onsite.
- 3.3.4 Ensure the number of Journeyman electricians to Apprentice electricians does not exceed a ratio of one (1) Journeyman to three (3) Apprentices.
- 3.3.5 Ensure the safety of their employees, City employees, and the general public during the performance of all services under this contract. The Contractor shall ensure that all crews are fully and properly equipped to perform services promptly and safely.
- 3.3.6 Require all personnel performing work on City property to wear uniforms with the Contractors name clearly displayed on the shirt.
- 3.3.7 Require personal protective equipment (PPE), as appropriate for the industry, including shoes that are safe for the work being performed and follow all applicable safety practices required for their industry.
- 3.3.8 Ensure that all personnel are continuously trained to meet the latest technology and industry standards. The Contractor shall submit proof of personnel training and experience within five (5) business days upon request by the Department Contract Manager or designee.
- 3.3.9 Immediately remove any Contractor employee(s) or representative of the Contractor from City property or facility, if requested by the City, that is (while providing services on City property or at City facilities) incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulation, has possessed any firearms in contravention of the applicable provisions of Texas law, or has possessed or was under the influence of alcohol or drugs on the job. Furthermore, the Contractor shall not assign such employee or representative to a City work order/job without the City's prior written consent. Contractors shall at all times maintain good discipline while performing services for the City.
- 3.3.10 Understand that the Contractor and all Contractor employees performing services under this Contract are not constituted as an agent or employee of the City. Accordingly, the Contractor and its employees understand and agree that they shall not be entitled to any of the rights and privileges established for employees of the City such as vacation, sick leave with pay, paid days off, life, accident and health insurance or severance pay upon termination of this contract. It is further expressly agreed and understood that the City will not withhold any sum due or payable by or on behalf of the Contractor as withholding for any law or requirement of any governmental body and that all such payments as may be required by law are the sole responsibility of the Contractor and the individual Contractor employees.
- 3.3.11 Provide a list of the Contractor's employees who are scheduled to provide services (including expedited services) under this Contract to the Department Contract Manager or designee. The Contractor's employees shall have company issued photo identification badges in their possession to ensure access to the facility in which the Contractor's employee is required to work.

3.4 Safety Requirements

The Contractor shall:

- 3.4.1 Promptly and reasonably act to prevent damage, injury, or loss and to mitigate damage or loss to the performed work without special instruction or authorization from the City in situations

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affecting the safety or protection of persons or property.

- 3.4.2 Notify the City immediately if there is an accident involving injury to any individual on or near the location by phone or radio after insuring the safety of the affected individual(s).
- 3.4.3 Notify the City immediately if there is an incident that causes damage to property after insuring the safety of the affected individual(s).
 - 3.4.3.1 Provide written documentation for damage to property shall be provided to the Department Contract Manager within one (1) calendar day of the incident. Damage to property shall be replaced or repaired to the satisfaction of the City by the Contractor, and at no cost to the City. The City may, however, at its sole discretion, elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.
- 3.4.4 Comply with all provisions of the Occupational Health and Safety Act (OSH Act) to protect the life and health of employees and other persons; to prevent damage to property, materials, supplies, and equipment; and to avoid work interruptions. Contractor shall comply with the latest version of the 29 CFR 1910, Occupational Safety and Health Standards. Compliance with OSH Act and other applicable laws and regulations for the protection of employees is exclusively the obligation of Contractor, and the City assumes no liability or responsibility for Contractor's compliance or noncompliance with such responsibilities. [29 CFR 1910-Occupational Safety and Health Standards](#)
- 3.4.5 Comply with all Occupational Safety and Health Administration (OSHA) reporting requirements for record keeping and reporting of all incidents resulting in death, injury, occupational disease, property damage, or adverse environmental impact. The Contractor shall cooperate with the City and provide any written documentation and information required for record keeping purposes. Documentation shall include, at a minimum, recording the location of the incident and circumstances surrounding the incident through photographs, witness interviews, medical reports, and other documentation that describes the incident.
 - 3.4.5.1 Contractor's written documentation for injuries shall be provided to the Department Contract Manager or designee within one (1) calendar day of the incident.
- 3.4.6 Have comprehensive safety programs in place for employees, which provide training and information related to the safe use of substances identified as health or physical hazards by the OSHA.
- 3.4.7 Not require any person to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety.
- 3.4.8 Immediately notify the Contract Manager or designee upon detection of existing or potentially hazardous conditions while performing services under this Contract.
- 3.4.9 Block off and mark all work areas with appropriate safety signs and safety barricades/bollards to protect the public from injury.
- 3.4.10 Be responsible for the enforcement of all safety requirements for any work performed under the Agreement. If the Contractor fails or refuses to promptly comply with safety requirements, the Contract Manager or designee may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such order shall be made the subject of a claim for extension of time or for excess costs or damages to Contractor.
- 3.4.11 Immediately notify the Department Contract Manager designee whenever work is expected to be hazardous to City employees, the general public, and/or City operations.

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- 3.4.12 Coordinate the timing and transportation of equipment or materials to the work area. If transportation through the interior of a facility is required, the Contractor shall take every precaution to ensure public safety. Under no circumstances shall the Contractor transport equipment or materials through the interior of a facility without prior coordination with the Contract Manager or designee.

3.5 Contractor's Responsibilities

The Contractor shall:

- 3.5.1 Provide all labor, supervision, diagnostic equipment, tools, safety equipment, transportation, and all other ancillary items customarily required by the trade for proper execution and completion of project requests. It will be the responsibility of the Contractor to obtain any applicable permits that are required by the municipal, state or federal government prior to the start of work. The actual cost of the permit, provided it is for actual projects assigned the Contractor, shall be billable to the City, with no markup, subject to the terms and conditions in the Contract documents. Proof of applicable permits obtained shall be provided to the Contract Manager or designee, upon request. The materials and services provided by the Contractor shall comply with all current Federal, State and local laws, City ordinances, rules and regulations. Any costs associated with meeting this requirement shall be included in the firm fixed price quotation and not charged separately.
- 3.5.1.1 The Contractor may charge the City for the cost of renting material-handling equipment. All charges related to the rental of materials-handling equipment shall be in accordance to this Scope of Work and approved in writing by the Contract Manager or designee prior to the start of work.
- 3.5.1.2 The Contractor is fully responsible for any loss or damage caused by the Contractor or its Subcontractors, to rented or Contractor-owned equipment. The City shall not be charged for expenses incurred by the Contractor for loss or damage caused by the Contractor or its Subcontractor, to rented or Contractor-owned equipment.
- 3.5.2 Understand the City may require the Contractor to respond to expedited service requests. Expedited services shall be defined as services which are needed immediately due to an unforeseen event(s) or a situation which threatens to interfere with the business operations of the City. The City shall have the sole and final authority in determining when services will be designated as Expedited.
- 3.5.2.1 Expedited services shall be available 24 hours a day, 365 day a year.
- 3.5.2.2 For each expedited service request, the City shall request services (Notification) and the Contractor shall respond/acknowledge within 30 minutes and be onsite within four (4) hours. Response time shall begin from the time the call is made to the time the Contractor's technician signs in at the facilities Security Control Center.
- 3.5.2.3 For each expedited service request, the Contractor shall provide a written Cost Estimate and estimated completion schedule within two (2) hours of notification. The Department Contract Manager or designee and Contractor may mutually agree that a verbal cost estimate will meet the needs of the City.
- 3.5.2.3.1 If providing a verbal cost estimate, the Contractor shall provide the Contract Manager or designee a written summary of services provided within two (1) business day. The summary shall include: the location of the services, type and description of services to be performed, and itemized cost of

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labor and parts (based on prices established in the Contract), and list of material-handling equipment rental(s) needed to complete the service (if applicable).

- 3.5.2.3.2 Verbal estimates shall not release the Contractor from its responsibilities as described by the terms of the Contract.
- 3.5.2.4 Understand if additional services (general or expedited) are required after the Expedited service are completed, those services shall be provided in accordance with the terms and conditions of this Contract and as outlined in this Scope of Work.
- 3.5.3 Perform services in a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of another contractor.
- 3.5.4 Be responsible for familiarizing themselves with the nature and extent of work to be performed by adequately inspecting the location prior to the start of performing the services.
 - 3.5.4.1 Provide written notification of any damage found prior to any work commencing to the Department Contract Manager or designee.
 - 3.5.4.2 Not perform outside what was requested for a specific service request without first having written approval from the Department Contract Manager or designee. The Contractor shall not install any additional quantities without the Department Contract Manager or designee's prior written authorization. Invoices shall only be for agreed-upon quantities. The City is not responsible for paying any unapproved invoice items.
- 3.5.5 Understand and agree that the scheduling of events at City facilities takes precedence over any services agreed to by the Contractor and Department Contract Manager or designee. The Contractor shall not hold the City liable, financially or otherwise, if the City needs to reschedule services with the Contractor due to a new event scheduled at a City facility. The Department Contract Manager or designee will make every reasonable effort to immediately notify the Contractor of changes in the City's schedule of events which may have an impact on scheduled services.
- 3.5.6 Report to the Department Contract Manager or designee upon arrival and departure from a location. The Department Contract Manager or designee who initially requested the service should inspect the job site upon completion of work to review job performance.
- 3.5.7 Upon completion of service call to a location, provide a detailed report describing the services performed and materials installed, repaired, or replaced during the visit and materials picked up at the completion of the job. The report shall be provided to the Department Contract Manager or designee within one (1) week of completion of the service request, or at a time mutually agreed to between the Contractor and the Department Contract Manager or designee. The Contractor and Department Contract Manager can mutually agree on the content of the report.
- 3.5.8 Maintain a neat and orderly working environment to ensure the safety of the Contractor's employees, City's employees, and members of the general public, which shall include the immediate clean-up of the work area to remove debris, equipment, materials, parts, and tools. The Contractor shall immediately clean up each work space when they are finished and before moving on to another location in the facility to avoid leaving electrical materials lying around unattended. Cleaning of the work area shall be subject to the Contract Manager or designee's inspection and approval.
- 3.5.9 Provide all transportation required to perform the work. Contractor shall park its vehicles in areas designated by the City, if available. In the event the City cannot make parking arrangements for the Contractor, the Contractor shall be responsible for parking fees and fines. All vehicles parked on City property shall be clearly marked with the Contractor's or subcontractor's name on both

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sides of each vehicle. Magnetic signs are acceptable. Be responsible for damage done to City property or equipment as a direct result of the Contractor's actions. Should the Contractor and/or his employees cause any damage to City property, the Contractor shall inform the Department Contract Manager or designee within one (1) calendar day. The Contractor shall make repairs or replacement to the satisfaction of the Department Contract Manager or designee at no cost to the City within a time frame agreed upon by the Department Contract Manager or designee. The City may, however, at its sole discretion, elect to make repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor or to recover costs if no payments are owed.

- 3.5.10 Dispose of all debris, scrap, used, or worn parts, oils, and solvents in accordance with all applicable laws, rules and regulations as to ensure the highest level of safety to the environment and public health at no additional cost to the City. Contractor shall provide the manifest ticket for hazardous materials or other proof of proper disposal on request or at the time of invoicing.

3.6 Service Requirements

The Contractor shall:

- 3.6.1 Perform the following electrical related services on an as-needed basis. Types of services may include but not be limited to:
- 3.6.1.1 Conduit installation and repair.
 - 3.6.1.2 Minor excavation or digging, up to (4) feet deep, may be required for buried repairs or installation of new conduit.
 - 3.6.1.3 Wiring and cable installation and repair.
 - 3.6.1.4 Electrical equipment installation and repair.
 - 3.6.1.5 Minor building or equipment modifications necessary to make repairs.
 - 3.6.1.6 Temporary wiring to building and/or building events.
 - 3.6.1.7 Diagnostic testing and repairs.
 - 3.6.1.8 Inspections
- 3.6.2 Understand the repair parts and materials used to perform services under this Contract shall be factory-new, free of defects in materials and workmanship, and meet or exceed the Original Equipment Manufacturer (OEM) specifications as approved by the City's Contract Manager or designee.
- 3.6.3 Not charge the City for repair parts and materials other than those used in the performance of services for the City.
- 3.6.4 Understand that all charges for repair parts and materials shall be included in the firm fixed price quotation and will not be billed separately.
- 3.6.5 Understand that all equipment used in the performance of this contract, shall be in good operating condition and shall meet or exceed OSHA industry standards.
- 3.6.6 Understand that they cannot store used supplies and equipment on City premises at the end of the work day unless otherwise specified by the Department Contract Manager or designee

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- 3.6.7 Understand that no gasoline, natural gas, diesel, or propane-powered equipment shall be allowed inside a facility without the written permission of the Department Contract Manager or designee.
- 3.6.8 Understand that any motorized or mechanical equipment such as lifts, booms or scaffolds will be inspected and approved by the Department Contract Manager or designee before use. Non-marking tires shall be cleaned before entry into the facility. In addition, the City may require a covering be laid on the floor to protect it from the equipment. The Contractor is responsible for any damage resulting from tire burns, battery leaks, oil or hydraulic leaks, scrapes or scratches caused by its equipment.
- 3.6.9 Understand the City may call for a work stoppage at any time if inferior equipment that is creating hazardous conditions or damaging City property is in use by the Contractor. The City shall have the sole and final authority in determining if Contractor's equipment is inferior.
- 3.6.10 Understand that under no circumstances shall the Contractor charge the City if the Contractor elects to purchase tools and equipment used to perform services under this Contract. This does not include any equipment rentals.
- 3.6.11 Obtain written approval from the Department Contact Manager or designee prior to renting any equipment. Under no circumstances shall the Contractor rent equipment without such prior approval. All costs of Rental Equipment shall be included in the firm, fixed price quote.

3.7 Project Quote Process

The Contractor shall:

- 3.7.1 Acknowledge receipt of a standard service request Notification within two (2) business days by responding via phone or email to the Department Contract Manager or designee. The Department Contract Manager or designee will provide the Contractor with the location, onsite contact, and a general description of the service request.
- 3.7.2 For each project, submit a firm fixed price quotation to the Department Contract Manager or designee within two (2) business days of notification for review by the Contract Manager or designee, or at a time mutually agreed to between the Contractor and the Department Contract Manager or designee. The quote will be evaluated for accuracy, demonstrated understanding of the project scope of work, schedule and price and shall be awarded to the Contractor meeting the project requirements at the lowest price. To comply with the quote process, the Contractor shall:
 - 3.7.2.1 Provide a written firm-fixed price quote, based on the labor rates listed on the Attachment A – Price Sheet. The firm fixed price quotation shall include:
 - 3.7.2.1.1 Description of the work to be performed.
 - 3.7.2.1.2 Itemized estimate of the materials including associated percent markup.
 - 3.7.2.1.3 Itemized estimate of any rental equipment required including associated percent markup.
 - 3.7.2.1.4 Labor costs including number of hours, pay rates, and worker classifications.
 - 3.7.2.1.5 Timeline including proposed start and finish dates.

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- 3.7.2.2 Understand the submission of a firm fixed price quotation is evidence that the Contractor has familiarized himself/herself with the nature and extent of the work and any local conditions that may, in any manner, affect the scope of the work to be done, and the equipment, materials, labor, etc. required. No variation in price or conditions shall be permitted based on the claim of ignorance, negligence, or false representation.
- 3.7.2.3 Understand that if alternative products are available to meet the sustainability goals of the City, these shall be submitted with the Contractor's quote as an additional or alternative firm fixed price quotation.
- 3.7.3 Understand the Department Contract Manager or designee will review the quotations and, if in agreement/approves the quote, will issue a Department Purchase Order (DO) to the Contractor who submitted the lowest firm fixed price quote that meets the project scope of work requirements. The Contractor shall not begin work without a DO from the City.
- 3.7.4 The City reserves the right to reject any and all quotes. If the Contract Manager or designee does not agree with the lowest fixed-price quote as presented, the Contract Manager or designee may contact the Contractor to discuss and resolve. Once in agreement, the Contractor shall submit a revised fixed-price quote for approval to the Contract Manager or designee in one (1) business day, or at a time mutually agreed to between the Contractor and the Contractor Manager or designee. The City may elect to reject the lowest fixed-price quote that does not meet project scope requirements and award to the next lowest fixed-price quote which meets the project scope of work.
- 3.7.5 Acknowledge receipt of the DO by contacting the Contractor Manager or designee by email or phone and within two (2) business days to schedule a start date. Services shall start within five (5) business days of written approval by the City, or at a time mutually agreed to between the Contractor and Contract Manager or designee.
- 3.7.6 The Contractor shall complete the work within the time stated in the firm fixed price quotation. The Contractor shall notify the Department Contract Manager or designee upon completion of the services.
- 3.7.7 The Contractor shall request additional time, in writing, if the Contractor determines the services being performed cannot be completed as specified in the firm fixed price quotation. The Contractor shall not increase the original fixed-price quote for any Contractor requested time extension due to delays caused by the Contractor. The Contractor and the Department Contract Manager or designee shall mutually agree to a new completion date. Under no circumstances shall the contractor leave services unfinished without prior approval/arrangement from the Department Contract Manager or designee.
- 3.7.8 **Changes to Project Quote**
 - 3.7.8.1 The Contractor shall acknowledge and understand that the firm fixed price quote is the maximum amount the City will pay for the service, regardless of increases in labor, equipment or materials initiated by the Contractor. Contractor changes to the approved firm fixed price quotation shall not increase the total dollar amount of fixed price quotation.
 - 3.7.8.2 The Contractor shall immediately notify the Department Contract Manager or designee in writing (by email) if additions, deletions, and/or revisions to a job assignment are needed.
 - 3.7.8.3 Within one (1) business day of verbal notification, the Contractor shall submit a written Project Quotation Change Request to the Department Contract Manager or designee. The City reserves the right to reject any changes to the project firm fixed price quotation

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requested by the Contractor. Under no circumstances shall Contractor proceed with changes to the project firm fixed price quotation without approval from the Department Contract Manager or designee.

3.7.8.4 The Project Quotation Change Request shall include the following:

3.7.8.4.1 A description of the change or addition in the work and the reason for the change/addition, explaining the benefits of the change/addition.

3.7.8.4.2 The adjustment in the project time, if applicable.

3.7.8.5 If the City requests to change a fixed-price quote due to a change in the scope of work that would increase the number of labor hours required or the amount of materials required, the Contractor shall amend the original amount and, upon approval and acceptance by the Contract Manager, of the amended fixed-price quote, shall be reimbursed for the changes.

3.8 Sustainability

The Contractor shall:

3.8.1 Research the availability of LEED and/or Energy Star related products or products that improve the quality or durability of the completed work that could be used for repairs and identify these products to the Contract Manager. Such products shall be given priority for use in repair jobs.

3.8.1.1 Definition: LEED-Leadership in Energy and Environmental Design is a certification program that dictates ratings for a buildings environmental impact.

3.8.2 Conserve natural resources throughout the product life cycle by supporting up-cycling and recycling efforts as well as utilize products with high recycled content.

3.8.3 Assist in meeting the City of Austin's goals as stated on the Office of Sustainability performance tracking website: [Sustainability Performance Tracking](#).

3.8.4 Not proceed with using the alternative suggestions unless specifically approved by the Department Contract Manager or designee in writing prior to the start of the project.

3.8.5 Use vehicles and equipment that operate on alternative fuels or are hybrid-electric whenever possible and notify the City if environmentally friendly alternatives are used.

3.8.6 Understand that the City may request a quote for alternative products to determine the feasibility of using those products compared to products that are not as environmentally friendly. If the City approves the use of alternative products, quotes and manufacturer documentation shall reflect the sustainable attributes of those products

3.9 Meetings

3.9.1 The Contractor shall attend meetings scheduled by the City. Notice of any such meeting(s) may be given by Contract Manager, or designee, to the Contractor either orally or in writing and will designate the time, date, location, Contractor attendees, and the purpose of the meeting.

3.9.2 Upon request by the Contract Manager or designee, the Contractor shall provide documentation that summarizes meaningful operational data that contains the following:

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VERSION 1.1 APRIL 25, 2019**

- 3.9.2.1 Performance Report to illustrate Vender activities during a given period. (Examples: number of service call outs, project completion times, description of services and parts repaired or replaced for each service call).
- 3.9.2.2 Cost Report to show costs associated with contract performance. (Examples: base contract cost, extra charges, unit cost).
- 3.9.2.3 Continuous improvement ideas to provide better value in our service contract approach. (Example: improved communication methods, updated technology suggestions-include cost analysis).
- 3.9.2.4 Discussion of any performance concerns (response time, invoicing accuracy, employee training, etc.) as well as any specific department requirements.

3.10 Invoice Charges

The Contactor shall:

- 3.10.1 Submit an invoice that matches the firm fixed price quotation in accordance with the Attachment A – Price Sheet.
- 3.10.2 Provide an itemized invoice that contains, at a minimum, the following:
 - 3.10.2.1 Address of work performed
 - 3.10.2.2 City of Austin Contract Number
 - 3.10.2.3 City of Austin Purchase Order (DO) number
 - 3.10.2.4 Contractor's unique invoice number and date
 - 3.10.2.5 Beginning and Ending dates of services rendered
 - 3.10.2.6 Contractor's unique quotation number

3.11 Warranty

- 3.11.1 The Contractor shall provide the Department Contract Manager or designee, at a minimum, a one (1) year written warranty for labor and workmanship from date of completion on any work performed as well as documentation of any applicable manufacturer's warranty with the final invoice.

4. CONTRACT CLOSE-OUT

- 4.1 The Contractor shall agree to provide a "phase-out" or "transition" of services beginning one (1) month prior to the expiration of this agreement to its successor at no additional cost to the City. The Contractor shall ensure no disruption of services during such transition.

5. CITY REQUIREMENTS

The City will:

- 5.1 Provide the Contractor a list of Department Contract Managers and/or a list of designated personnel authorized to order services.
- 5.2 Provide an onsite contact, with escorted access, as necessary.

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- 5.3 Provide the Contractor a Department Purchase Order to authorize them to proceed with a project or job assignment.
- 5.4 Provide written acceptance and confirmation of the time and location of the services to be performed prior to the Contractor starting services at the location.
- 5.5 Perform random location visits as necessary to inspect the Contractor's work, verify compliance to contract requirements, or review Contractors invoices.

6. ATTACHMENTS

- 6.1 Attachment A – Price Sheet
- 6.2 Attachment B – Airport Security Requirements

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2019-559906

Date Filed:
11/08/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Alterman, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 8200 NA200000030
Electrical Repairs and Related Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---------------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | St. Pierre, Denis | San Antonio, TX United States | X | |
| | Alterman Group, Inc. | San Antonio, TX United States | X | |
| | Alterman Management Group, Inc. | San Antonio, TX United States | X | |
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5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Denis St. Pierre, and my date of birth is 12/14/1960.

My address is 14703 Jones Maltsberger, San Antonio, TX, 78247, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 11th day of November, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ELK ELECTRIC, INC
AUSTIN, TX United States

Certificate Number:
2019-560161

Date Filed:
11/11/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 8200 PAT3000
Electrical Repairs and related services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | City of Austin | Austin, TX United States | X | |
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5 Check only if there is NO Interested Party.

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6 UNSWORN DECLARATION

My name is Mike Kanetzky, and my date of birth is 12/05/2019.

My address is 4707 Weidemar Lane, Austin, Tx, 78745, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of TX, on the 11 day of November 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Facility Solutions Group
Austin, TX United States

Certificate Number:
2019-559688

Date Filed:
11/08/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 8200 NA200000030
Electrical Repairs and Related Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is BRETT ANDERSON, and my date of birth is 04/18/1969.

My address is 610 W POWELL LANE, AUSTIN, TX, 78753, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in TRAVIS County, State of TEXAS, on the 8 day of NOVEMBER, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-562307

Date Filed:
11/18/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

J.S. Electric, Inc.
Buda, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 8300 NA200000002
Electrical Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.




6 UNSWORN DECLARATION

My name is Jamie Schmidt, and my date of birth is 03/03/1981.

My address is 3504 Corner Brook Cr. Austin TX 78739
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 18 day of November, 20 19.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

GOAL DETERMINATION REQUEST FORM

| | | | |
|--|---------------------------------|--------------------------------|---|
| Buyer Name/Phone | Paul Trimble | PM Name/Phone | 512-974-1714 |
| Sponsor/User Dept. | Austin Convention Center / 8200 | Sponsor Name/Phone | Kelly Rodriguez 512-404-4351 |
| Solicitation No | RFP 8200 PAT3000REBID | Project Name | Electrical Repairs and Related Services |
| Contract Amount | \$2,500,000 | Ad Date (if applicable) | 4/15/2019 |
| Procurement Type | | | |
| <input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification | | | |
| Provide Project Description** | | | |
| Contractors will perform on-site Electrical Repairs, Installations, and other related services to be used by multiple City Departments at over 300 City owned facilities. | | | |
| Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No. | | | |
| Yes, Previous Contract NA120000149 was solicited under IFB PAX0026. No goals assigned | | | |
| List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable) | | | |
| 9108250 - Electrical Maintenance and Repair Service - 65% | | | |
| 28512 - Electrical Equipment and Supplies (Except Cable and Wire) - 30% | | | |
| 28024 - Building Cables and Wires, single and multi-conduct - 5% | | | |
| Paul Trimble | | 4/4/2019 | |
| Buyer Confirmation | | Date | |

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

| | | | |
|---|-------------------------|--|----------|
| FOR SMBR USE ONLY | | | |
| Date Received | 4/5/2019 | Date Assigned to BDC | 4/5/2019 |
| In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination: | | | |
| <input type="checkbox"/> Goals | % MBE | % WBE | |
| <input type="checkbox"/> Subgoals | % African American | % Hispanic | |
| | % Asian/Native American | % WBE | |
| <input type="checkbox"/> Exempt from MBE/WBE Procurement Program | | <input checked="" type="checkbox"/> No Goals | |

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

Subcontracting Opportunities Identified 28024 Building Cables & Wires, Single & Multiconduct

28512 Electrical Equip & Supplies(except cable & wire) 918250 Electrical manitenace & repair services

| | | | |
|---|--|--------------------------|--|
| John Wesley Smith 04.09.19 | | <i>John Wesley Smith</i> | |
| SMBR Staff | | Signature/ Date | |
| | | | |
| SMBR Director or Designee <i>[Signature]</i> | | Date 4/10/19 | |
| Returned to/ Date: | | | |